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Attorneys for Plaintiff Rochell Minor

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JESSICA WILLIAMS, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

TWOMAGNETS INC. d/b/a CLIPBOARD
HEALTH, a California corporation; and DOES
1 through 50, inclusive,

Defendant.

Case No.: 22STCV10645

*[Assigned for All Purposes to the Hon. Timothy
Patrick Dillon, Dept. 15]*

**DECLARATION OF HALI M. ANDERSON IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 18, 2025
Time: 10:00 a.m.
Dept: 15
Judge: Hon. Timothy Patrick Dillon

Complaint Filed: March 28, 2022
FAC Filed: June 2, 2022
Trial Date: None set

1 I, Hali M. Anderson, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I
3 am a shareholder of the law firm ARCH Legal, P.C. (“ARCH Legal”), formerly known as GrahamHollis,
4 APC,¹ in San Diego, California. Samara A. Bahu and I are the primary attorneys from my firm handling
5 this case. Lance Dacre and Isandra Fernandez are the primary attorneys from James Hawkins APC (“James
6 Hawkins”) handling this case. I am thoroughly familiar with, and have personal knowledge of, all of the
7 facts set forth herein. If called as a witness, I could and would competently testify to the information set
8 forth below.

9 2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action
10 and PAGA Settlement (“Motion for Final Approval” or “Motion”). This declaration supplements my
11 previous declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
12 Settlement (“Anderson MPA Decl.”), filed on February 18, 2025, which is attached hereto as **Exhibit 1**
13 for ease of reference (exhibits excluded).

14 3. A true and correct copy of the fully executed Class Action and PAGA Settlement
15 Agreement and Class Notice (“Settlement,” “Settlement Agreement,” or “SA”) is attached as Exhibit 1 to
16 the Declaration of Lance Dacre.

17 4. My office submitted the Settlement Agreement and Order Granting Plaintiffs’ Motion for
18 Preliminary Approval of Class Action and PAGA Settlement to the LWDA on November 5, 2025. A true
19 and correct copy of the confirmation of submission of the Order Granting Plaintiffs’ Motion for
20 Preliminary Approval of Class Action and PAGA Settlement to the LWDA is attached hereto as **Exhibit**
21 **2**.

22 5. This Settlement involves two related class and representative PAGA actions against
23 Defendant Twomagnets Inc.² d/b/a Clipboard Health (“Defendant” or “Twomagnets”) for various wage
24

25 ¹ Effective October 1, 2025, GrahamHollis, APC has changed its name to ARCH Legal, P.C. The firm’s address, telephone
26 number, and facsimile number remain the same; however, the email addresses have changed to reflect the domain
27 @archlegal.com. Likewise, the firm’s ownership, attorneys, and class action experience remain the same; only the firm’s name
28 has changed. Accordingly, references indicating that ARCH Legal, P.C. has been approved as class counsel in numerous cases
should be understood as referring to the same firm previously known as GrahamHollis, APC. The name change does not affect
the Settlement, notice process, or representation of the Class in any way.

² After the initiation of both *Williams* and *Minor*, Twomagnets Inc. was converted into Twomagnets LLC. Twomagnets Inc.
no longer exists.

1 and hour violations.

2 6. On March 28, 2022, Plaintiff Jessica Williams (“Plaintiff Williams”) filed a class action
3 complaint in Los Angeles County Superior Court, Case No. 22STCV10645 (the “*Williams* Action”). On
4 June 2, 2022, Plaintiff Williams amended her complaint adding a representative PAGA claim and
5 provided a notice letter to the California Labor and Workforce Development Agency (“LWDA”) and to
6 Defendant outlining Plaintiff Williams’s claims and legal theories, in compliance with California Labor
7 Code (“Labor Code”) section 2699.3.

8 7. On March 16, 2023, Plaintiff Rochell Minor (“Plaintiff Minor”) sent written notice to the
9 LWDA and Defendant notifying them of his intent to assert the rights granted to him under PAGA. On
10 May 25, 2023, Plaintiff Minor filed a class and representative PAGA action complaint in Alameda County
11 Superior Court, Case No. 23CV034399 (the “*Minor* Action”).

12 8. I am not aware of any class, representative, or other collective action in any other court in
13 this or any other jurisdiction that asserts claims similar to those asserted in this Action on behalf of a class
14 or group of individuals who would also be members of the class defined in this Action.

15 **CLASS COUNSELS’ CLASS ACTION EXPERIENCE**

16 9. I have been a member of the State Bar of California since December 2008. Throughout my
17 entire career, I have practiced employment law exclusively and worked on numerous wage and hour class
18 actions. I have represented employees since September 2018. *See* Anderson MPA Decl., at ¶¶ 10-11.

19 10. My firm currently serves as plaintiff’s counsel in approximately 200 wage and hour class
20 action and/or PAGA representative employment law cases pending throughout California and has been
21 appointed as class counsel and had settlements approved as being fair, reasonable, and adequate in many
22 other wage and hour class action lawsuits with claims similar to those alleged here. An updated list of the
23 wage and hour class action and/or PAGA cases that my firm has litigated is attached hereto as **Exhibit 3**.

24 11. As described at length in my Declaration in Support of Plaintiffs’ Motion for Preliminary
25 Approval, my associates, co-shareholders, and I have considerable experience handling wage and hour
26 class action cases with claims similar to those asserted in this action and have successfully represented
27 tens of thousands of employees in state and federal court cases throughout California. Anderson MPA
28 Decl., at ¶¶ 9-13.

CASE BACKGROUND AND PROCEDURAL HISTORY

12. This Settlement involves the *Williams* Action and the *Minor* Action, two related class and representative PAGA actions against Defendant for various wage and hour violations.

13. On January 27, 2021, Plaintiffs Lakisha Lawson and Nahrain Karam filed a class and representative action against Defendant in Kern County Superior Court, Case No. BCV-21-102508 (the “*Lawson* Action”). The operative complaint alleged that Defendant failed to pay overtime, failed to authorize and permit meal and rest breaks, failed to furnish wage statements, failed to pay waiting time penalties, committed unfair business practices, and violated PAGA. The claims were premised on the theory that Defendant misclassified the putative class as independent contractors. After attending mediation, the *Lawson* Action was resolved in March of 2022.

14. The settlement class in the *Lawson* Action is defined as “All individuals who Defendant classified as ‘independent contractors’ and referred to work at any healthcare facility inside California at any time from January 27, 2017, through the date of the Court’s order granting preliminary approval of the Settlement.” Preliminary approval of the *Lawson* Action settlement was granted on May 11, 2022, closing out many of the claims presently at issue through that date. Final approval was granted on November 8, 2022.

15. The released class claims include any and all claims that were or could have been pled in the Action based on the factual allegations, claims, causes of action or legal theories in the Action, that arose during the Class Period, including claims premised on Defendant’s misclassification of settlement class members as independent contractors.

16. The parties in the *Lawson* Action estimated that there were 6,500 to 7,000 settlement class members and 225,000 to 250,000 shifts worked during the class period.

17. On March 28, 2022, Plaintiff Jessica Williams filed a class action complaint in Los Angeles County Superior Court.

18. On June 2, 2022, Plaintiff Williams amended her complaint adding a representative PAGA claim and provided a notice letter to the LWDA and to Defendant outlining Plaintiff Williams’s claims and legal theories, in compliance with Labor Code section 2699.3. The operative complaint alleges that Defendant (1) Failed to Pay Minimum and Overtime Wages; (2) Failed to Provide Meal Periods; (3) Failed

1 to Provide Rest Periods; (4) Failed to Reimburse Employees for Required Expenses; (5) Failed to Timely
2 Pay Wages During Employment; (6) Failed to Provide Wages When Due at Termination; (7) Failure to
3 Provide Accurate Itemized Wage Statements; (8) Violated California Business and Professions Code
4 § 17200 *et seq.*; and (9) Violated the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
5 (“PAGA”).

6 19. On September 2, 2022, at the initial status conference in the *Williams* Action, the court
7 stayed the *Williams* Action pending final approval of the *Lawson* Action settlement. On March 16, 2023,
8 Defendant filed a declaration under CCP 430.41(A)(2) indicating its intent to file a demurrer for all causes
9 of action other than Plaintiff Williams’s reimbursement claim, as the remainder of her claims were closed
10 out via the *Lawson* settlement. The Parties subsequently agreed to mediate the action and stipulated to
11 extend Defendant’s deadline to respond to the Complaint.

12 20. On March 16, 2023, Plaintiff Minor sent written notice to the LWDA and Defendant of
13 Defendant’s alleged violations of the Labor Code.

14 21. On May 25, 2023, Plaintiff Minor filed his initial complaint in the Superior Court for the
15 County of Alameda. The operative complaint alleges that Defendant (1) Failed to Provide Meal Periods;
16 (2) Failed to Provide Rest Periods; (3) Failed to Pay All Minimum and Regular; (4) Failed to Pay Overtime
17 and Double Time Wages; (5) Converted Wages; (6) Failed to Reimburse for all Necessary Business
18 Expenses; (7) Failed to Timely Pay All Wages Due During and Upon Separation of Employment;
19 (8) Failed to Furnish Accurate Itemized Wage Statements; (9) Failed to Maintain Accurate Records;
20 (10) Violated California Business & Professions Code §§ 17200, *et seq.*; and (11) Violated the Private
21 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

22 22. On August 4, 2023, Defendant filed an answer denying liability. On September 14, 2023,
23 Defendant filed a motion to compel arbitration, dismiss class claims, and stay representative claims
24 (“Motion to Compel”). The Parties then agreed to mediate the action and stipulated to vacate the hearing
25 on Defendant’s Motion to Compel.

26 23. Plaintiff Minor worked for Defendant as a Certified Nurse Assistant (“CNA”) from
27 April 2, 2022 to November 12, 2022. Plaintiff Minor’s job duties included tending to patients and ensuring
28 their safety. During his time of employment, Plaintiff Minor earned \$19.25 to \$28.86 per hour and

1 typically worked 8-hour shifts and 16-hour shifts several days per week. Plaintiff was misclassified by
2 Defendant as an independent contractor.

3 24. Defendant is a Delaware corporation authorized to do business throughout California.
4 Defendant provides staffing services to healthcare facilities throughout California. Defendant operates a
5 mobile application that enables participating healthcare facilities to post available shifts and allows
6 qualified healthcare professions to sign up for open shifts at facilities.

7 25. On March 1, 2024, the Parties participated in an all-day mediation presided over by
8 David Rotman, Esq., a well-respected, neutral third-party mediator who is experienced in wage and hour
9 representative and class action cases similar to the Actions.

10 26. Prior to mediation, the Parties engaged in an exchange of informal discovery. Specifically,
11 Defendant represented that between May 17, 2022 and February 8, 2024, there were 592,431 total shifts
12 worked, with an average pay rate of \$32.33 per hour. Defendant also produced a spreadsheet listing all
13 class members who worked a shift from May 17, 2022 through February 8, 2024 by unique identifiers and
14 listing their first shift worked and most recent shift worked.

15 27. Defendant also provided a sampling of time and payroll data, consisting of 10% of class
16 members who worked at least one verified shift in California from May 17, 2022 through
17 February 8, 2024. Defendant also produced the complete time and pay data of Plaintiff Williams and
18 Plaintiff Minor. In addition, Defendant produced documents explaining its policies, including the
19 “attendance score” assigned to class members and “extra time pay” offered by certain facilities.

20 28. Plaintiffs’ counsel also spoke with several putative class members, in addition to the named
21 representatives, to investigate the claims alleged, many of whom produced documents and information
22 relevant to this action.

23 29. The information produced allowed the Parties’ respective counsel to go to mediation well
24 prepared to intelligently discuss all aspects of the case, including the relative strengths and weaknesses of
25 the claims, the risks and delays of further litigation, the current state of the law as it related to the claims,
26 the competing valuations of Plaintiffs’ potential class-wide damages, and the likelihood of obtaining and
27 maintaining class certification.

28 30. At the mediation, the Parties engaged in good-faith and non-collusive negotiations,

1 exchanged additional information regarding the realistic damages exposure to Defendant, the relative
2 strengths and weaknesses of the claims, the risks and delays of further litigation, the current state of the
3 law as it related to the claims, and the potential difficulty in maintaining class certification of each of the
4 claims. The mediator, Mr. Rotman, helped to manage the Parties' expectations and provided a useful,
5 neutral analysis of the issue and risks to both sides. The Parties did not settle at this first mediation.

6 31. On April 24, 2024, the Parties participated in a second mediation session presided over by
7 Mr. Rotman. Following the mediation, each side, represented by its respective counsel, agreed to settle
8 the Actions based upon a mediator's proposal, and the basic terms were memorialized in the form of a
9 Memorandum of Understanding executed on May 21, 2024. Subsequently, the Parties entered into a
10 comprehensive Settlement Agreement, which was fully executed by the Parties on February 18, 2025. The
11 Settlement Agreement replaces and supersedes the Memorandum of Understanding and any other
12 agreements, understandings, or representations between the Parties.

13 **SUMMARY OF THE SETTLEMENT TERMS**

14 32. The Settlement is a non-reversionary, "all-in" Settlement whereby no unclaimed amount
15 will revert to Defendant. SA, at ¶ 1.23. Each check will state the date (not less than 180 days after the date
16 of mailing) when the check will be voided. SA, at ¶ 5.2. A reminder will be sent to all individuals who
17 have not yet cashed their payment after 120 days. The Administrator will cancel all checks not cashed by
18 the void date. *Id.* Thereafter, any checks that remain uncashed and cancelled after the void date shall be
19 transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member
20 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
21 Section 384, subd. (b). SA, at ¶ 5.4.

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<u>Key Financial Terms</u>	
Gross Settlement Amount	\$6,000,000.00
Class Counsel Fees Payment	(\$2,000,000.00)
Class Counsel Litigation Expense Payment	(\$38,000.47)
Administration Expenses Payment	(\$68,500.00)
Class Representatives Service Payments	(\$20,000.00)
Individual 2802 Class Payments	(\$10,000.00)
PAGA Penalties	(\$200,500.00)
Estimated Net Settlement Value	\$3,662,999.53

DISTRIBUTION OF THE SETTLEMENT NOTICE

33. On September 2, 2025, the Court granted Plaintiffs' Motion for Preliminary Approval. In the Court's Preliminary Approval Order, the Court appointed ARCH Legal and James Hawkins as Class Counsel, and appointed CPT Group, Inc. ("CPT" or the "Settlement Administrator") as the Settlement Administrator to carry out the notice procedure set forth in the Settlement Agreement.

34. Since that time, Class Counsel has worked closely with CPT to carry out the notice procedures, the details of which are fully described in the Declaration of Regina Cutler for CPT ("Cutler Decl.") filed concurrently herewith. The Court-approved Notice is attached as Exhibit A to the Cutler Declaration. Cutler Decl., at ¶ 6.

35. I am informed that CPT has completed all tasks related to the notice process and will charge a total of \$68,500.00 for its services. Cutler Decl. at ¶ 17.

36. Upon the granting of Final Approval and entry of the Final Judgment, the Settlement Administrator will be responsible for sending notices to Class Members, calculating Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments, preparing all checks and mailings, and posting the Judgment to its website. SA, at ¶ 8.1; Cutler Decl., at ¶ 2.

37. CPT worked diligently with Class Counsel and Defense Counsel to efficiently administer

1 the settlement process. I am informed that on September 17, 2025, Defendant transmitted all data for the
2 class members to CPT, including each class member's name, last known address, Social Security number,
3 and applicable employment information (the "Class Data"). Cutler Decl., at ¶ 4. The Class List contained
4 Class Cata for 22,290 Class Members. *Id.*

5 38. At the time the Settlement Agreement was executed, Defendants estimated that the Class
6 Period encompassed approximately 700,000 Main Class Shifts. *Id.* Upon review of the data, CPT
7 confirmed that Main Class Members worked 701,396 Main Class Shifts during the Main Class Period.
8 SA, at ¶ 9; *see* Cutler Decl., at ¶¶ 13-14. Accordingly, the 10% escalator clause was not triggered. *Id.*

9 39. I am informed that, upon receiving the Class Data but prior to the initial mailing of the
10 Settlement Notice, CPT performed both a National Change of Address ("NCOA") database search and a
11 comprehensive skip tracing service using Accurint to locate each Class Member's most up-to-date mailing
12 address. Cutler Decl., at ¶ 5.

13 40. In my experience, completing both of these searches prior to mailing the initial Class
14 Notice allowed CPT and Class Counsel to ensure that every Class Notice was being sent to the most up-to-
15 date address for each Class Member.

16 41. I am informed that CPT mailed the Class Notice via First Class U.S. Mail to 22,290 Class
17 Members on October 6, 2025. Cutler Decl., at ¶ 6.

18 42. Of the 22,290 Class Notices mailed, I am informed that only 785 Notices remain
19 undeliverable, a successful mailing rate of approximately 96.48%. Cutler Decl., at ¶ 7. This successful
20 mailing rate is an excellent result which demonstrates that Class Counsel's and CPT's efforts to locate the
21 best possible address for Class Members were successful.

22 43. The Settlement Notice that was mailed to all Class Members explicitly disclosed the total
23 amount of the Settlement, the amount of attorneys' fees proposed to be paid to Class Counsel, the amount
24 of litigation costs proposed to be paid to Class Counsel, the estimated amount of the Administration
25 Expense Payment, the proposed payment to the LWDA, and the proposed amount of the Class
26 Representative Service Payments. Cutler Decl., at ¶ 6, Ex. A.

27 44. The Notice was written in plain language, which made it easy for each Class Member to
28 understand the details of the Settlement, to understand their rights as a Class Member, and to understand

1 how they may invoke those rights—i.e., by objecting, opting out, or remaining in the Settlement by doing
2 nothing. The Notice also disclosed the claims that would be released upon full funding of the Settlement
3 and described how and when Class Members would receive their Individual Main Class Payments,
4 Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA
5 Payments. Cutler Decl., at ¶ 6, Ex. A.

6 45. Finally, the Notice specifically advised each Class Member of the estimated amount of his
7 or her Individual Main Class Payment, Individual 2802 Class Payment, Individual Main PAGA Payment,
8 and Individual 2802 PAGA Payment. Although the Individual Main Class Payment, Individual 2802 Class
9 Payment, Individual Main PAGA Payment, and Individual 2802 PAGA Payment for each Class Member
10 cannot be finally calculated until after final approval of the Settlement is granted, CPT's preliminary
11 calculations indicate that the average Individual Main Class Payment will be approximately \$189.23, the
12 average Individual 2802 Class Payment will be approximately \$1.69, the average Individual Main PAGA
13 Payment will be approximately \$2.59, and the average Individual 2802 PAGA Payment will be
14 approximately \$0.02. Cutler Decl., at ¶¶ 13-16. The highest estimated Individual Main Class Payment is
15 \$3,965.83, the highest estimated Individual 2802 Class Payment is \$45.89, the highest Individual Main
16 PAGA Payment is \$54.32, and the highest Individual 2802 PAGA Payment is \$0.30. *Id.*

17 46. Throughout the administration process, CPT has provided the Parties with weekly reports
18 showing, among other things, the number of Notices returned, the number of skip traces performed, the
19 number of Notices re-mailed and forwarded, and the number of Notices returned as undeliverable. CPT's
20 weekly reports also indicated the number of Class Members who have opted out or objected to the
21 Settlement, as well as whether any Class Members have disputed the calculation of the number of
22 workweeks he or she worked.

23 **THE SETTLEMENT HAS BEEN WELL RECEIVED AND THERE ARE NO OBJECTORS**

24 47. The deadline for Class Members to submit disputes, requests for exclusion, or written
25 objections to the Settlement is November 20, 2025 (the "Response Deadline"). Cutler Decl., at ¶ 6.

26 48. I am informed that two individuals have requested exclusion from the settlement, zero
27 individuals have objected to the Settlement, and one individual has raised a dispute as to his or her number
28 of workweeks worked. Cutler Decl., at ¶¶ 8-10. The dispute did not include any supporting documentation.

1 *Id.* at 9. CPT has asked the class member to provide supporting documentation. *Id.* As of the date of this
2 Motion, CPT has not received the requested documentation. *Id.*

3 49. To make it easier for Class Members to have their questions answered, the Notice mailed
4 to Class Members contained my firm's address and telephone number. In addition, my firm negotiated for
5 the Notice to clearly indicate the estimated Individual Main Class Payment, Individual 2802 Class
6 Payment, Individual Main PAGA Payment, and Individual 2802 PAGA Payment that each Class Member
7 was eligible to recover in dollar amounts. I believe it was very helpful for the Class Members to understand
8 and consider their anticipated payments before deciding whether to object to, or request exclusion from,
9 the Settlement. In my experience, when a class member can see exactly how much he or she is likely to
10 recover by participating in a settlement, the class member is far more likely to take the time to evaluate
11 the settlement terms and make a conscious and informed decision about whether to request exclusion from
12 or object to the settlement.

13 50. I believe the positive reaction by Class Members when provided with the terms of this
14 Settlement further supports a finding that the Settlement is fair, reasonable, and adequate and should
15 receive final approval.

16 **THE TERMS OF THE SETTLEMENT ARE FAIR, REASONABLE, AND ADEQUATE**

17 51. Throughout this litigation, my firm and James Hawkins conducted a thorough investigation
18 into the merits of Plaintiffs' claims and the applicable law related thereto, and reviewed numerous
19 documents and records provided by both Plaintiffs and Defendant relating to the claims. Prior to
20 submitting notice to the LWDA and filing the Complaint in this action, my firm requested Plaintiff
21 Minor's employment file from Defendant and spent a significant amount of time reviewing his
22 employment records, including applicable policy documents and other documents signed by Plaintiff
23 Minor during his time of employment, pay records, timecards, and other records. Anderson MPA Decl.,
24 at ¶ 24.

25 52. My firm's investigation allowed us to prepare a complete liability analysis and potential
26 exposure to Defendant if Plaintiffs succeeded on all claims at trial, which were measured against the
27 relative strength of the claims in order to better identify an appropriate range of settlement figures. This
28 analysis was based on information represented in Defendant's records, which allowed my firm to calculate

1 the average number of shifts worked per pay period, the average number of employees employed at any
2 given time, Class Members' average rates of pay, the estimated violation rates for each claim, the amount
3 of any unpaid wages, and the average shift length, among other relevant data. Anderson MPA Decl., at
4 ¶¶ 49-81.

5 53. My firm reviewed Defendant's written policies, employee handbooks, and all of the
6 documents in Plaintiff Minor's employment file, and the information provided by Plaintiff Minor himself
7 during meetings with Class Counsel and performed a comprehensive analysis of the information contained
8 therein on behalf of Plaintiff Minor and the entire Settlement Class. Class Counsel also conducted a
9 thorough investigation into the merits and legal bases of the claims alleged and also performed significant
10 legal research with respect to the applicable law and potential defenses raised by Defendant to the claims.
11 Class Counsel believes that the documents and information exchanged and analyzed in preparation for
12 mediation, in conjunction with the Parties' discussions during and after mediation and the mediator's input
13 and neutral evaluation were sufficient for the Parties to make an informed decision about a fair resolution
14 to this action.

15 54. Indeed, based on my experience in this type of litigation, I believe that the Settlement
16 represents an excellent result for all Class Members. As detailed in my Declaration in Support of
17 Preliminary Approval, although Plaintiffs and Class Counsel compromised to achieve the Settlement, the
18 compromise is extremely fair, adequate, and reasonable considering the substantial risks involved with
19 pursuing further litigation, including but not limited to, the risk of not obtaining and maintaining class
20 certification of Plaintiffs' class claims through trial, not prevailing on the merits, and/or not obtaining
21 100% of the damages claimed. Anderson MPA Decl., at ¶¶ 39-49.

22 55. The Settlement provides that Defendant will pay \$6,000,000.00 as the Gross Settlement
23 Amount, which includes all payments to the Class and Alleged Aggrieved Employees, Class Counsel's
24 fees and costs, the Administration Expenses Payment, the Class Representative Service Payments, and the
25 PAGA Penalties. Settlement, at ¶ 3.2. The Net Settlement Amount will be comprised of the portion of the
26 Gross Settlement Amount remaining for payment to the Class after deduction of the Individual 2802 Class
27 Payments, Individual Main PAGA Payments, Individual 2802 PAGA Payment, the LWDA PAGA
28 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration

1 Expenses Payment, and the Class Representative Service Payments. Settlement, at ¶¶ 1.31. The Net
2 Settlement Amount is currently estimated to be approximately \$3,662,999.53.

3 56. I am informed that Class Members will receive an average Individual Main Class Payment
4 of \$189.23, and an Individual 2802 Class Payment of \$1.69. Cutler Decl., at ¶¶ 13, 15. I am also informed
5 that Alleged Aggrieved Employees will receive an average Individual Main PAGA Payment of \$2.59, and
6 an average Individual 2802 PAGA Payment of \$0.30. Cutler Decl., at ¶¶ 14, 16.

7 57. The financial relief provided by the Settlement is commensurate with the monetary risks
8 faced by continued litigation. As set forth in my previous declaration, while the Settlement represents a
9 reasonable discount on the potential financial exposure to Defendant if Plaintiffs established liability on
10 all claims and recovered the full estimate of damages, this compromise is reasonable given the substantial
11 cost and uncertainty of continued litigation. Anderson MPA Decl., at ¶¶ 39-49.

12 58. Moreover, continued litigation would be costly and time consuming and appeal from any
13 judgment would likely occur, resulting in significant delays before this case could finally be resolved. In
14 addition, several significant impediments to a full or realistic recovery exist that justify the discounts
15 applied to Plaintiffs' claims, including the fact that Defendant raised potentially viable arguments for
16 defending this action on the merits.

17 59. The Settlement is also fair, reasonable, and adequate when considering the amount of the
18 service payment to Plaintiffs for serving as the Class Representative, and the amount of the requested
19 attorneys' fees and costs to Class Counsel, particularly contemplating the amount of work and effort
20 required of the Class Representatives and Class Counsel to achieve this excellent result. The specific
21 amount associated with each of these payments was clearly disclosed in the Notice and the fact that no
22 objections have been filed is further evidence that the Class supports the Settlement as a whole, including
23 the payment of these requested amounts, and that the Settlement meets the standards of fairness,
24 reasonableness, and adequacy.

25 60. On September 2, 2025, this Court found that the Settlement should be preliminarily
26 approved, acknowledging that significant investigation and research had been conducted such that counsel
27 for the Parties were able to reasonably evaluate their respective positions, that the Settlement will avoid
28 substantial additional costs by all Parties, that the Settlement will avoid the delay and risks presented by

1 further litigation, and that the Settlement was reached as the result of intensive, serious, and non-collusive
2 arm's-length negotiations.

3 61. Nothing has changed since the time of preliminary approval that should alter the Court's
4 evaluation of the Settlement in determining whether to grant final approval. I believe I have the requisite
5 experience to give a reasoned opinion on this Settlement, and, based upon my familiarity with the factual
6 and legal issues in this case, it is my opinion that the Settlement is fair, reasonable, adequate, and should
7 receive final approval.

8 **CLASS COUNSEL'S REQUESTED ATTORNEYS' FEES ARE REASONABLE**

9 62. The Settlement permits Class Counsel to request an award of attorneys' fees out of the
10 Gross Settlement Amount in the amount of \$2,000,000.00, which represents 33.33% of the Gross
11 Settlement Amount. Settlement, at ¶ 3.2(b).

12 63. I believe that Class Counsel's requests for \$2,000,000.00 in attorneys' fees are fair,
13 reasonable, and appropriate in light of the amount of work performed, the benefits conferred upon the
14 Class Members, the complexity of issues involved in the Action, and the associated risks borne by Class
15 Counsel in prosecuting this Action on a pure contingency basis.

16 64. The Settlement is a great result for the Class and equity dictates that those who benefit
17 from a settlement should contribute a pro-rata share towards the payment of attorneys' fees that brought
18 about the settlement.

19 65. In my experience, plaintiffs in employment law cases are typically unable to pay their
20 attorneys on an hourly basis and can only obtain representation if they can find counsel who are willing
21 to accept their case on a contingency basis and advance either all or a significant portion of the costs. To
22 that end, it is important that competent counsel is incentivized to bring complex and risky contingency
23 cases such as this case by awarding attorneys' fees that are commensurate with the fees that the attorneys
24 would have received had they negotiated a fee arrangement with the Settlement Class *ex ante*.

25 66. Although case law supports fee awards as high as 50% on common settlement funds of less
26 than \$10 million, Class Counsel's request for an attorneys' fee award of \$2,000,000.00, representing
27 one-third (33.33%) of the Gross Settlement Amount, is both reasonable and fair in light of the amount of
28 work performed and the amount of resources and labor employed in the prosecution of this action. Based

1 on my experience and knowledge of the relevant legal market for wage and hour class actions, these
2 amounts accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases
3 on a contingency basis.

4 67. My firm has taken on substantial risk and expense in order to achieve the result in this
5 Action. My firm bore the risk and cost of this Action on a pure contingency basis. For instance, my firm
6 has prepared for and prosecuted the Action, advanced all costs and deferred payment of fees with no
7 guarantee that any of the fees or litigation costs incurred would ever be recovered. By representing the
8 employees in this Action, my firm was also precluded from taking on other fee-generating employment,
9 since this action occupied a significant portion of my firm's time and resources. To date, my firm has not
10 been compensated for any of its time or expense in this Action since its commencement.

11 68. There has been an extraordinary amount of work performed by Class Counsel in this Action
12 over the past approximately three years since the first complaint was filed. Since commencing
13 representation in this Action, my firm has, among other things, prepared and filed a written notice to the
14 LWDA, filed the Complaint, engaged in extensive meet and confer efforts with Defendant, engaged in
15 informal document and information exchange in advance of mediation, prepared for and attended
16 mediation, conducted extensive review and analysis of employee time and payroll records, prepared a
17 thorough damages analysis, conducted additional settlement negotiations following mediation, negotiated
18 the terms of the Settlement, prepared the Motion for Preliminary Approval and attended the hearing,
19 monitored the notice procedure, communicated with the Settlement Administrator, and prepared this
20 Motion for Final Approval and will attend the hearing thereon.

21 69. The requested \$2,000,000.00 attorneys' fee award, equal to one-third of the Gross
22 Settlement Amount, constitutes a fair market charge for the benefits conferred by the Settlement, as Class
23 Counsel's skill in handling the settlement resulted in the substantial benefit that all members of the
24 Settlement Class will now share. Class Counsel and Plaintiffs agreed to a common fund award as part of
25 their legal representation agreement, which authorized Class Counsel to request the Court to award
26 attorneys' fees ranging from 30% to 40% of any total settlement amount that may be reached. Such an
27 agreement is typical to attract competent counsel for contingency wage and hour representation. The
28 requested fee award constitutes a fair market charge to the Class for the benefits conferred by this

1 outstanding Settlement.

2 70. In making a fee request in complex actions such as this, I always analyze the factors that a
3 court must consider in awarding attorneys' fees, and I believe that the circumstances in this case justify
4 the \$2,000,000.00 attorneys' fee award. From the beginning, this case presented unique challenges for
5 Plaintiffs, both factually and legally, and liability was highly contested, as Defendant vigorously opposed
6 Plaintiffs' claims. I believe that Class Counsel's knowledge and experience, combined with our persistent
7 efforts enabled us to work through these issues and combat Defendant's rigorous defense strategy.
8 Defendant raised legal defenses to each of Plaintiffs' claims, and the excellent results achieved by this
9 settlement were due, in large part, to our knowledge, experience and commitment to the litigation.

10 71. Class Counsel demonstrated substantial skill, diligence, efficiency, and highly qualified
11 work in achieving the Settlement, despite the aggressive defense mounted by Defendant, and I believe an
12 award of one-third of the common fund represents fair compensation for our high quality of work and
13 excellent results achieved.

14 72. The reasonableness of the requested attorneys' fee award to Class Counsel is further
15 supported by a Lodestar cross-check. My firm's Lodestar to date is approximately \$314,591.50.

16 73. Since becoming involved in this Action, my firm performed a significant amount of work,
17 including performing extensive legal and factual research, which we used to measure the relative strengths
18 and weaknesses of Plaintiff Minor's claims in order to better identify an appropriate range of settlement
19 figures. Class Counsel committed, and continues to commit, significant financial and staffing resources
20 to this case, diverted many of its resources in order to contend with Defendant's vigorous defense, and
21 undertook this action on a contingency basis, thereby bearing all the costs of this complex, risky,
22 expensive, and time-consuming litigation.

23 74. My firm is highly experienced in wage and hour class and representative action cases such
24 as this one. In setting the hourly rates for myself and my associates, my co-shareholders
25 Graham S.P. Hollis, Vilmarie Cordero, Nathan J. Reese, and I consulted with attorneys with national
26 reputations, experience, and law practices similar to my firm and determined that the rates we charge are
27 reasonable for attorneys of our experience, reputation, and expertise and are consistent with the prevailing
28 market rates for attorneys and paralegals of comparable levels of experience and reputation. My firm's

rates also compare very favorably with rates approved by other trial courts in similar actions.

75. The billing rates for the lawyers and paralegals who primarily worked on this case are as follows:

Timekeeper	Billable Rate
Graham S.P. Hollis / Shareholder	\$1,150.00
Hali M. Anderson / Shareholder	\$1,150.00
Nathan J. Reese / Shareholder	\$1,000.00
Nora Steinhagen / Associate	\$600.00
Alyssa Smith / Associate	\$550.00
Samara Bahu / Associate	\$475.00
Senior Paralegals	\$320.00
Paralegals	\$280.00
Case Manager	\$260.00
Law Clerks	\$260.00

76. These rates reflect the usual and customary rates charged by my firm for handling complex wage and hour litigation, such as this Action. Wage and hour class and representative actions form the vast majority of my firm's current work, and we have developed a high level of skill and competence in this field of litigation. These hourly rates are fair and reasonable given the nature and complexity of the litigation and experience level of the timekeeper.

77. As an attorney who practices class and representative action employment law throughout California, I regularly attend seminars and have frequent contact with other members of the legal community who work in the employment law class action field. Based on information I received from these sources, I believe the hourly billing rates charged by my firm are well within the customary rates charged by other experienced class action law firms in the community.

78. My firm keeps contemporaneous billing detail logs, which reflect time billed in one-tenth of an hour increments. After exercising shareholder discretion in reducing some billed hours, the following summarizes the hours spent by the respective timekeepers as part of this litigation:

Timekeeper	Years	Hours	Billable Rate	Lodestar
Graham S.P. Hollis / Shareholder	39	10.9	\$1,150.00	\$12,535.00
Hali Anderson / Shareholder	16	128.00	\$1,150.00	\$147,200.00
Nathan J. Reese / Shareholder	13	0.30	\$1,000.00	\$300.00
Nora Steinhagen / Associate	5	126.50	\$600.00	\$75,900.00
Alyssa Smith / Associate	4	2.60	\$550.00	\$1,430.00

Samara Bahu / Associate	2	84.40	\$475.00	\$40,042.50
Senior Paralegals	6+	6.60	\$320.00	\$2,112.00
Paralegals	-	106.50	\$280.00	\$29,820.00
Case Manager	-	2.40	\$260.00	\$624.00
Law Clerks	-	17.80	\$260.00	\$4,628.00
Total		486.00		\$314,591.50

79. All of the time referenced above was well spent on all aspects of litigating this case, including the initial factual and legal investigation, drafting a written notice to the LWDA, preparing the complaint, drafting and responding to correspondence, communicating with Plaintiffs, reviewing and analyzing documents produced by Defendant, drafting the detailed mediation brief, negotiating the terms of the settlement and finalizing the written agreement, moving for approval of the settlement, monitoring the notice process and responding to inquiries from members of the Class, preparing the Motion for Preliminary Approval, and preparing this Motion for Final Approval. Below is a summary of the hours spent on various categories of activities, along with the firm's collective lodestar:

Activities	Hours	Lodestar
Intake and Pre-Filing Work	1.7	\$442.00
Pleadings and Motions	165.9	\$85,778.50
Legal Research	34.3	\$21,834.50
Case Management	32.2	\$21,704.00
Investigation and Discovery	29.4	\$19,234.50
Mediation and Settlement	137.4	\$99,631.50
Client Communications and Meetings	16.3	\$13,373.00
External Correspondence and Communications	33.3	\$25,691.50
Internal Correspondence and Communications	35.5	\$26,902.00
Total	486.00	\$314,591.50

80. The hours spent prosecuting this Action are not only reasonable but were necessary for the successful prosecution and for the excellent recovery obtained on behalf of the Class Members, the

1 Alleged Aggrieved Employees, the State of California, and the general public.

2 81. Remuneration for my firm's representation of Plaintiff Minor and the Class Members was
3 entirely contingent on winning their wage and hour claims and collecting an award of attorneys' fees.
4 Plaintiff Minor was unable to pay our attorneys' fees out-of-pocket, and my firm would only collect
5 attorneys' fees if we were successful in prosecuting his claims on his behalf and on behalf of the Class. In
6 addition, by taking on this case, my firm had to turn away other potential fee-generating work because of
7 the time required to perform all the tasks described above.

8 82. My firm's lodestar of \$314,591.50 is very reasonable considering the complex issues
9 presented by this litigation, the amount of time that Class Counsel had to dedicate to the analysis of the
10 claims, Class Counsel's analysis of the records produced by Defendant, the challenges of litigating claims
11 in an area of law that remains unsettled, and the result achieved for the Class.

12 83. Now, having investigated, analyzed, and overcome the obstacles mounted against
13 Plaintiffs' claims, and having negotiated an excellent result on behalf of the Class Members, Class Counsel
14 should be compensated with a fee award that properly and reasonably compensates Class Counsel for
15 these efforts.

16 84. Additionally, my firm has a Fee-Splitting Agreement with James Hawkins, which Plaintiffs
17 have consented to in writing. Under this agreement, 47.5% of the Class Counsel Fees Payment shall be
18 allocated to ARCH Legal, and 52.5% of the Class Counsel Fees Payment shall be allocated to James
19 Hawkins.

20 **CLASS COUNSEL'S LITIGATION COSTS ARE REASONABLE**

21 85. The Settlement also permits Class Counsel to request reimbursement for reasonable
22 litigation costs actually incurred in prosecuting this action, in an amount not to exceed \$40,000.00, to be
23 paid from the Gross Settlement Amount. *Id.* My firm spent \$19,054.28 in litigation costs, and James
24 Hawkin's spent \$18,946.19. Together, Class Counsel incurred \$38,000.47 in litigation costs in this Action.
25 Accordingly, Class Counsel reduces their request to \$38,000.47. Thus, Class Counsel seeks \$38,000.47
26 for costs and expenses incurred in connection with this Action.

27 86. To date, my firm has advanced actual and reasonable litigation costs totaling \$19,054.28.
28 The litigation costs totaling \$19,054.28 are reflected in the accounting books and records that my law firm

maintains in the ordinary course of business and are prepared from expense records, credit card receipts and statements, and check records. A summary of expenses my firm has incurred in this case follows:

Summary by Expense Type	
Attorney Service	\$67.00
DocuSign	\$80.00
Filing/Court Fees	\$2,024.20
Mediator/Arbitration	\$13,290.60
Online Research	\$2,799.66
Photocopies - B&W and Imaging	\$2.35
Postage and Overnight Delivery Service	\$100.35
Total	\$19,054.28

87. These amounts represent all of my firm's out-of-pocket expenses and are the types of expenses normally charged to fee-paying clients, including filing fees, court fees, copying, delivery, postage, telephone charges, expenses related to court hearings, and mediation fees.

88. All costs incurred were necessary to the prosecution of this Action, would normally have been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a case such as this in which substantial discovery and investigation took place over approximately two years since filing Plaintiff Minor's initial LWDA notice letter in March of 2023.

89. My firm undertook this litigation on a purely contingent basis and has not been compensated for any time or expenses to date.

90. I reviewed the billing and expenses described above and certify to the Court that these records accurately reflect the work reasonably and necessarily performed, and the expenses reasonably incurred, in connection with the litigation of this Action.

91. I believe that all the requested fees and costs are reasonable and were necessarily incurred in pursuit of the Settlement. This Court preliminarily approved the amount of attorneys' fees and costs requested in this case and authorized the Parties to send the Notice to the Class Members, which explicitly disclosed that up to one-third of the Gross Settlement Amount would be paid to Class Counsel for attorneys' fees and that up to \$40,000.00 would be paid to Class Counsel for litigation costs and expenses. Having been provided with that information, no Class Members have objected to these amounts. Cutler Decl., at ¶ 8.

92. Under the circumstances, I believe that awards of \$2,000,000.00 in attorneys' fees and \$40,000.00 in litigation costs are appropriate and should be approved as fair and reasonable.

93. I am of the opinion that the Settlement represents a favorable resolution for all Class Members, the Alleged Aggrieved Employees, the State of California, and the general public as it provides significant recovery while eliminating the risk and expense of further litigation.

THE CLASS REPRESENTATIVE SERVICE PAYMENTS ARE REASONABLE

94. The Settlement provides that Class Counsel may request that the Court award each Plaintiff a Class Representative Service Payment in the amount of \$10,000.00 from the Gross Settlement Amount. Settlement, at ¶ 3.2(a). Class Counsel requests that the Court award a Class Representative Service Payment in the amount of \$10,000.00 to each Plaintiff. This Class Representative Service Payment is in addition to the Individual Main Class Payment, Individual 2802 Class Payment, Individual Main PAGA Payment, and the Individual 2802 PAGA Payment to which Plaintiffs are entitled to under the Settlement. *Id.*

95. The Class Representative Service Payments were disclosed to all Class Members and Alleged Aggrieved Employees in the Notice. The State of California was also informed of the Class Representative Service Payments when the Settlement Agreement and Preliminary Approval Order were submitted to the LWDA. Given this information, no Class Members have objected to these amounts. Cutler Decl., at ¶ 8.

96. Plaintiff Minor has been actively involved in all stages of the litigation. Over the course of the litigation, Plaintiff Minor kept in regular contact with Class Counsel, provided relevant and helpful information in this Action, and responded to all communications in a timely manner. Plaintiff Minor initiated the Action by seeking legal assistance from Class Counsel, assisted with the preparation of the LWDA letter and complaint, communicated with Class Counsel via telephone and email, identified potential witnesses, and provided relevant information while working closely with Class Counsel to protect the best interests of the Class by agreeing to act as Class Representative. Plaintiff Minor spent considerable time speaking with attorneys and staff at my firm to explain the relevant facts related to his employment with Defendant, including discussing his job duties and responsibilities, other details about his job position, the hours and days he worked, and the manner in which he was compensated. After

1 Defendant produced Plaintiff Minor's personnel file, Plaintiff Minor spent time discussing the contents of
2 his employment file, including his wage statements and all relevant policy documents. Plaintiff Minor
3 also communicated with other attorneys at my firm, extensively discussing his day-to-day experiences
4 working for Defendant in order to prepare all of the pleadings and materials for mediation in this case.
5 Plaintiff Minor has worked diligently to represent all Class Members and the Alleged Aggrieved
6 Employees, and he has put their interests before his own. He has remained up-to-date, active, and informed
7 at all phases of litigation, checking in on an almost weekly basis.

8 97. A complete summary of the work performed by Plaintiff Minor and the risk he undertook
9 in initiating and pursuing this action is detailed in his Declaration in Support of Plaintiffs' Motion for
10 Final Approval, a true and correct copy of which is attached hereto as **Exhibit 4**.

11 98. Plaintiff Minor assumed the risk of an adverse judgment and the financial responsibility of
12 such judgment by bringing and maintaining this Action. By stepping forward and attaching his name to
13 this Action, Plaintiff Minor jeopardized and continues to jeopardize the availability of prospective
14 employment and the risk of being branded as "litigious" by prospective employers because his name is
15 associated with employment litigation. This is particularly true in the internet age where prospective
16 employers may easily discover the lawsuit with a simple search engine inquiry. Plaintiff Minor also
17 assumed liability for the litigation costs in the event that the Action was unsuccessful, which could easily
18 total tens of thousands of dollars, if not more. Finally, Plaintiff Minor agreed to a general release of all
19 potential claims he may have against Defendant, which is far more expansive than the release applicable
20 to other Participating Class Members.

21 99. In my experience, there are few individuals who are willing to come forward to serve as a
22 named representative and to provide the hard work, diligence, and personal financial risk that may come
23 with the undertaking of such a role. Plaintiff Minor did not waiver in his decision to prosecute the Action
24 and at all times acted in the best interest of all Class Members and the Alleged Aggrieved Employees.

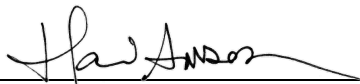
25 100. In my opinion, the Class Representative Service Payment of \$10,000.00 to Plaintiff Minor
26 is fair when compared to similar cases with which I am familiar. The \$10,000.00 Class Representative
27 Service Payment is well within the acceptable range awarded in similar cases. I believe that the requested
28 Class Representative Service Payment of \$10,000.00 to Plaintiff Minor is fair and reasonable.

THE PAGA PENALTIES ARE REASONABLE

101. The Settlement provides for the allocation of civil penalties under PAGA in the amount of \$200,000.00, 75% (\$150,000.00) of which will be paid to the LWDA, while the remaining 25% (\$50,000.00) will be distributed to the Alleged Aggrieved Employees on a pro rata basis according to the number of workweeks worked by each Alleged Aggrieved Employee during the Main PAGA Period. SA, at ¶ 3.2(d). The Settlement also provides for the allocation of civil penalties under PAGA in the amount of \$500.00, with 75% (\$375.00) allocated to the LWDA PAGA Payment and 25% (\$125.00) allocated to the Individual 2802 PAGA Payments for the 2802 PAGA Group. *Id.*

102. The PAGA Penalties were negotiated in good faith and are not the result of self-interest at the expense of the Class Members. \$200,500.00 for civil penalties under PAGA is well within the range of similar amounts included in other wage and hour PAGA settlements.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on November 24, 2025, in San Diego, California.



HALI M. ANDERSON

EXHIBIT 1

1 GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
2 ghollis@grahamhollis.com
Hali M. Anderson (SBN 261816)
3 handerson@grahamhollis.com
Samara A. Bahu (SBN 351440)
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6 Telephone: 619.692.0800
7 Facsimile: 619.692.0822

8 *Attorneys for Plaintiff Rochell Minor*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 JESSICA WILLIAMS, on behalf of herself and
all other similarly situated,

12 Plaintiff,

13 v.

14 TWOMAGNETS INC. d/b/a CLIPBOARD
15 HEALTH, a California corporation; and DOES
1 through 50, inclusive,

16 Defendant.
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Case No.: 22STCV10645

[Assigned for All Purposes to the Hon. Kenneth R. Freeman, Dept. 14]

**DECLARATION OF HALI M. ANDERSON IN
SUPPORT OF PLAINTIFFS' MOTION FOR:
(1) PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT; (2)
PROVISIONAL CERTIFICATION OF THE
SETTLEMENT CLASS; (3) APPROVAL OF
THE CLASS NOTICE AND NOTICE PLAN;
(4) APPOINTMENT OF CLASS COUNSEL
AND CLASS REPRESENTATIVE; (5)
APPOINTMENT OF SETTLEMENT
ADMINISTRATOR; AND (6) SETTING A
FINAL APPROVAL HEARING**

Date: March 20, 2025

Time: 10:00 a.m.

Dept: 14

Judge: Hon. Kenneth R. Freeman

Complaint Filed: March 28, 2022

FAC Filed: June 2, 2022

Trial Date: None set

1 I, Hali M. Anderson, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I
3 am a shareholder of the law firm GrahamHollis APC in San Diego, California. Samara A. Bahu and I are
4 the primary attorneys from my firm handling this case. Lance Dacre and Isandra Fernandez are the primary
5 attorneys from James Hawkins APC handling this case. I am thoroughly familiar with, and have personal
6 knowledge of, all of the facts set forth herein. If called as a witness, I could and would competently testify
7 to the information set forth below.

8 2. I submit this declaration in support of Plaintiffs Jessica Williams and Rochell Minor's
9 ("Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action and PAGA Action Settlement,
10 which seeks an order: (1) preliminarily approving the proposed Settlement; (2) provisionally certifying
11 the Settlement Class; (3) approving the form and content of the Class Notice; (4) appointing Plaintiffs as
12 Class Representatives and appointing GrahamHollis APC and Hawkins APC as Class Counsel;
13 (5) appointing CPT Group, Inc. as the Settlement Administrator; and (6) setting a Final Approval Hearing.

14 3. A true and correct copy of the fully executed Class Action and PAGA Settlement
15 Agreement and Class Notice ("Settlement," "Settlement Agreement," or "SA") is attached as Exhibit 1 to
16 the Declaration of Lance Dacre. The Court Approved Notice of Class Action Settlement and Hearing Date
17 for Final Court Approval ("Class Notice" or "Notice") is attached as Exhibit A to the Settlement
18 Agreement.

19 4. This Settlement involves two related class and representative PAGA actions against
20 Defendant Twomagnets Inc.¹ d/b/a Clipboard Health ("Defendant" or "Twomagnets") for various wage
21 and hour violations.

22 5. On March 28, 2022, Plaintiff Jessica Williams ("Plaintiff Williams") filed a class action
23 complaint in Los Angeles County Superior Court, Case No. 22STCV10645 (the "*Williams* Action"). On
24 June 2, 2022, Plaintiff Williams amended her complaint adding a representative PAGA claim and
25 provided a notice letter to the California Labor and Workforce Development Agency ("LWDA") and to
26
27

28 ¹ After the initiation of both *Williams* and *Minor*, Twomagnets Inc. was converted into Twomagnets LLC. Twomagnets Inc. no longer exists.

1 Defendant outlining Plaintiff Williams’s claims and legal theories, in compliance with California Labor
2 Code (“Labor Code”) section 2699.3.

3 6. On March 16, 2023, Plaintiff Rochell Minor (“Plaintiff Minor”) sent written notice to the
4 LWDA and Defendant notifying them of his intent to assert the rights granted to him under PAGA. A true
5 and correct copy of said notice is attached to this Declaration as **Exhibit 1**. On May 25, 2023, Plaintiff
6 Minor filed a class and representative PAGA action complaint in Alameda County Superior Court, Case
7 No. 23CV034399 (the “*Minor Action*”).

8 7. Plaintiffs also provided the LWDA with notice and a copy of the Settlement Agreement
9 via online submission.

10 8. I am not aware of any class, representative, or other collective action in any other court in
11 this or any other jurisdiction that asserts claims similar to those asserted in this Action on behalf of a class
12 or group of individuals who would also be members of the class defined in this Action.

13 **CLASS COUNSELS’ CLASS ACTION EXPERIENCE**

14 9. Over the past ten years, my firm has been appointed as class counsel and received adequate
15 and fair settlements in over 150 action lawsuits in the district and state courts of California with claims
16 similar to those presented here. A list of the cases in which my firm has settled for Plaintiff in wage and
17 hour employment actions pending throughout California is attached hereto as **Exhibit 2**.

18 10. I was admitted to the California State Bar in December 2008. Throughout my entire career,
19 I have practiced employment law exclusively and worked on numerous wage and hour class actions. I
20 have represented employees since September 2018. I currently serve as plaintiff’s counsel in the following
21 class and representative actions: *Dochtermann v. HI. Q*, Superior Court for the County of San Diego
22 (litigation ongoing); *Orosz, et al. v. Briarwood Post Acute, LLC*, Superior Court for the County of
23 Sacramento (litigation ongoing); *Stewart v. Quest Diagnostics*, United States District Court for the
24 Southern District (litigation ongoing); *Jimenez v. Mattress and Furniture Express*, Superior Court for the
25 County of Sacramento (litigation ongoing); *Ley v. Ace Hardware*, Superior Court for the County of
26 Sacramento (litigation ongoing); *Mittendorff v. Bxng Club*, Superior Court for the County of San Diego
27 (litigation ongoing); *Santiago v. Security Industry Specialists*, Superior Court for the County of San Diego
28 (litigation ongoing); *Allen v. Networx Supported Living Services*, Superior Court for the County of

San Diego (litigation ongoing); *Arong v. Integra Beauty*, Superior Court for the County of Los Angeles (litigation ongoing); *Artibee v. Corelogic Credco*, Superior Court for the County of San Diego (litigation ongoing); *Bernardo v. First Element Fuel*, Superior Court for the County of Orange (litigation ongoing); *Boucher v. Unstoppable Automotive AMV*, Superior Court for the County of Orange (litigation ongoing); *Bowens v. Trestles*, Superior Court for the County of Sacramento (litigation ongoing); *Carrillo v. DMSD Restaurants*, Superior Court for the County of San Diego (litigation ongoing); *Cooper v. Thomas Cuisine Management*, Superior Court for the County of Fresno (litigation ongoing); *Gonzalez v. Rolling Hills*, Superior Court for the County of Los Angeles (litigation ongoing); *Hargrove v. Doctors Weight Clinic*, Superior Court for the County of San Diego (litigation ongoing); *Mabalot v. Healthsource*, Superior Court for the County of San Diego (litigation ongoing); *Walker v. Healthsource*, Superior Court for the County of Santa Clara (litigation ongoing); *Johnson v. GB Auto Service*, Superior Court for the County of San Diego (litigation ongoing); *Lopez v. Foley Family Wines*, Superior Court for the County of Sonoma (litigation ongoing); *Minor v. Essential Staffing*, Superior Court for the County of Sacramento (litigation ongoing); *Minor v. Top Flight Registry*, Superior Court for the County of Sacramento (litigation ongoing); *Minor v. Twomagnets*, Superior Court for the County of Alameda (litigation ongoing); *Sanabia v. GP Development*, Superior Court for the County of Sacramento (litigation ongoing); and *Sy v. Pacific Rim*, Superior Court for the County of San Diego (litigation ongoing).

11. In addition, I have served as class and/or representative counsel in the following cases: *Bechere v. Ralphs Grocery Company*, Superior Court for the County of Alameda; *Gray v. Armstrong*, Superior Court for the County of Alameda; *McGough v. Love's Travel Stop & Country Stores, Inc.*, Superior Court for the County of Kern; *Abella v. GHC of SAC-SNF LLC*, et al., Superior Court for the County of Sacramento; *Twombly v. Del Frisco's*, Superior Court for the County of San Diego; *Lee v. Sutter Health Foundation*, Superior Court for the County of Alameda; *Moreno v. Providence Group, Inc.*, Superior Court for the County of San Diego; *Valentine v. Santa Monica Rehabilitation Center*, et al., Superior Court for the County of San Diego; *Valentine v. Santa Monica Rehabilitation Center*, et al., United States District Court for the Central District; and *Trento v. US Security Associates*, Superior Court for the County of Alameda; *Carson v. Downtown San Diego Partnership*, Superior Court for the County of San Diego; *Fernandez v. Prime Healthcare Services, Inc.*, Superior Court for the County of

1 Los Angeles; *Lee v. Sutter Bay Medical Foundation*, Superior Court for the County of Alameda; *Headley,*
2 *et al. v. Professional Maintenance Systems*, Superior Court for the County of San Diego; *Muniz v. Sutter*
3 *Valley Hospitals*, Superior Court for the County of Sacramento; *Taylor v. Penske Logistics*, United States
4 District Court for the Central District; *Taylor v. Penske Logistics*, Superior Court for the County of
5 San Bernardino; *Dew v. Minegar Contracting, et al.*, Superior Court for the County of San Diego; *Cooper*
6 *v. Thomas Cuisine*, Superior Court for the County of Fresno; *Edwards v. Absolute Senior Solutions*,
7 Superior Court for the County of Santa Clara; *Figueroa v. Indigo Sky*, Superior Court for the County of
8 Los Angeles; *Rodriguez v. Camden Security*, Superior Court for the County of Alameda; *Saruca v.*
9 *Palacek Imports, Inc.*, Superior Court for the County of Contra Costa; *Quiroz v. Prestige Gunitite*, Superior
10 Court for the County of Contra Costa; and *Gnaedig v. Favorite Healthcare Staffing, et al*, Superior Court
11 for the County of Los Angeles.

12 12. Samara Bahu was admitted to the California State Bar in November of 2023. Prior to her
13 admission to the bar, Ms. Bahu worked as a law clerk at GrahamHollis APC, gaining significant
14 experience in employment wage and hour matters.

15 13. My colleagues and I have considerable experience handling complex wage and hour class
16 action cases with claims similar to those asserted in this action and have successfully represented tens of
17 thousands of employees in state and federal court cases throughout California.

18 **CASE BACKGROUND AND PROCEDURAL HISTORY**

19 14. This Settlement involves the *Williams* Action and the *Minor* Action, two related class and
20 representative PAGA actions against Defendant for various wage and hour violations.

21 15. On January 27, 2021, Plaintiffs Lakisha Lawson and Nahrain Karam filed a class and
22 representative action against Defendant in Kern County Superior Court, Case No. BCV-21-102508 (the
23 “*Lawson* Action”). The operative complaint alleged that Defendant failed to pay overtime, failed to
24 authorize and permit meal and rest breaks, failed to furnish wage statements, failed to pay waiting time
25 penalties, committed unfair business practices, and violated PAGA. The claims were premised on the
26 theory that Defendant misclassified the putative class as independent contractors. After attending
27 mediation, the *Lawson* Action was resolved in March of 2022.

28 ///

1 16. The settlement class in the *Lawson* Action is defined as “All individuals who Defendant
2 classified as ‘independent contractors’ and referred to work at any healthcare facility inside California at
3 any time from January 27, 2017, through the date of the Court’s order granting preliminary approval of
4 the Settlement.” Preliminary approval of the *Lawson* Action settlement was granted on May 11, 2022,
5 closing out many of the claims presently at issue through that date. Final approval was granted on
6 November 8, 2022.

7 17. The released class claims include any and all claims that were or could have been pled in
8 the Action based on the factual allegations, claims, causes of action or legal theories in the Action, that
9 arose during the Class Period, including claims premised on Defendant’s misclassification of settlement
10 class members as independent contractors.

11 18. The parties in the *Lawson* Action estimated that there were 6,500 to 7,000 settlement class
12 members and 225,000 to 250,000 shifts worked during the class period.

13 19. On March 28, 2022, Plaintiff Jessica Williams filed a class action complaint in
14 Los Angeles County Superior Court.

15 20. On June 2, 2022, Plaintiff Williams amended her complaint adding a representative PAGA
16 claim and provided a notice letter to the LWDA and to Defendant outlining Plaintiff Williams’s claims
17 and legal theories, in compliance with Labor Code section 2699.3. The operative complaint alleges that
18 Defendant (1) Failed to Pay Minimum and Overtime Wages; (2) Failed to Provide Meal Periods; (3) Failed
19 to Provide Rest Periods; (4) Failed to Reimburse Employees for Required Expenses; (5) Failed to Timely
20 Pay Wages During Employment; (6) Failed to Provide Wages When Due at Termination; (7) Failure to
21 Provide Accurate Itemized Wage Statements; (8) Violated California Business and Professions Code
22 § 17200 *et seq.*; and (9) Violated the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
23 (“PAGA”).

24 21. On September 2, 2022, at the initial status conference in the *Williams* Action, the court
25 stayed the *Williams* Action pending final approval of the *Lawson* Action settlement. On March 16, 2023,
26 Defendant filed a declaration under CCP 430.41(A)(2) indicating its intent to file a demurrer for all causes
27 of action other than Plaintiff Williams’s reimbursement claim, as the remainder of her claims were closed
28

1 out via the *Lawson* settlement. The Parties subsequently agreed to mediate the action and stipulated to
2 extend Defendant’s deadline to respond to the Complaint.

3 22. On March 16, 2023, Plaintiff Minor sent written notice to the LWDA and Defendant of
4 Defendant’s alleged violations of the Labor Code.

5 23. On May 25, 2023, Plaintiff Minor filed his initial complaint in the Superior Court for the
6 County of Alameda. The operative complaint alleges that Defendant (1) Failed to Provide Meal Periods;
7 (2) Failed to Provide Rest Periods; (3) Failed to Pay All Minimum and Regular; (4) Failed to Pay Overtime
8 and Double Time Wages; (5) Converted Wages; (6) Failed to Reimburse for all Necessary Business
9 Expenses; (7) Failed to Timely Pay All Wages Due During and Upon Separation of Employment;
10 (8) Failed to Furnish Accurate Itemized Wage Statements; (9) Failed to Maintain Accurate Records;
11 (10) Violated California Business & Professions Code §§ 17200, *et seq.*; and (11) Violated the Private
12 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

13 24. On August 4, 2023, Defendant filed an answer denying liability. On September 14, 2023,
14 Defendant filed a motion to compel arbitration, dismiss class claims, and stay representative claims
15 (“Motion to Compel”). The Parties then agreed to mediate the action and stipulated to vacate the hearing
16 on Defendant’s Motion to Compel.

17 25. Plaintiff Minor worked for Defendant as a Certified Nurse Assistant (“CNA”) from
18 April 2, 2022 to November 12, 2022. Plaintiff Minor’s job duties included tending to patients and ensuring
19 their safety. During his time of employment, Plaintiff Minor earned \$19.25 to \$28.86 per hour and
20 typically worked 8-hour shifts and 16-hour shifts several days per week. Plaintiff was misclassified by
21 Defendant as an independent contractor.

22 26. Defendant is a Delaware corporation authorized to do business throughout California.
23 Defendant provides staffing services to healthcare facilities throughout California. Defendant operates a
24 mobile application that enables participating healthcare facilities to post available shifts and allows
25 qualified healthcare professions to sign up for open shifts at facilities.

26 27. On March 1, 2024, the Parties participated in an all-day mediation presided over by
27 David Rotman, Esq., a well-respected, neutral third-party mediator who is experienced in wage and hour
28 representative and class action cases similar to the Actions.

28. Prior to mediation, the Parties engaged in an exchange of informal discovery. Specifically, Defendant represented that between May 17, 2022 and February 8, 2024, there were 592,431 total shifts worked, with an average pay rate of \$32.33 per hour. Defendant also produced a spreadsheet listing all class members who worked a shift from May 17, 2022 through February 8, 2024 by unique identifiers and listing their first shift worked and most recent shift worked.

29. Defendant also provided a sampling of time and payroll data, consisting of 10% of class members who worked at least one verified shift in California from May 17, 2022 through February 8, 2024. Defendant also produced the complete time and pay data of Plaintiff Williams and Plaintiff Minor. In addition, Defendant produced articles that explain its policies, including the “attendance score” assigned to class members and “extra time pay” offered by certain facilities.

30. Plaintiffs’ counsel also spoke with several putative class members, in addition to the named representatives, to investigate the claims alleged, many of whom produced documents and information relevant to this action.

31. The information produced allowed the Parties’ respective counsel to go to mediation well prepared to intelligently discuss all aspects of the case, including the relative strengths and weaknesses of the claims, the risks and delays of further litigation, the current state of the law as it related to the claims, the competing valuations of Plaintiffs’ potential class-wide damages, and the likelihood of obtaining and maintaining class certification.

32. At the mediation, the Parties engaged in good-faith and non-collusive negotiations, exchanged additional information regarding the realistic damages exposure to Defendant, the relative strengths and weaknesses of the claims, the risks and delays of further litigation, the current state of the law as it related to the claims, and the potential difficulty in maintaining class certification of each of the claims. The mediator, Mr. Rotman, helped to manage the Parties’ expectations and provided a useful, neutral analysis of the issue and risks to both sides.

33. On April 24, 2024, the Parties participated in a second mediation session presided over by Mr. Rotman. Following the mediation, each side, represented by its respective counsel, agreed to settle the Actions based upon a mediator’s proposal, and the basic terms were memorialized in the form of a Memorandum of Understanding executed on May 21, 2024. This Agreement replaces and supersedes the

Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. Subsequently, the Parties entered into a comprehensive Settlement Agreement, which was fully executed by the Parties on February 18, 2025.

CLASS COUNSELS' INVESTIGATION OF THE CLASS AND PAGA CLAIMS

34. Prior to filing the Complaint in this action, my firm and James Hawkins APLC conducted a thorough investigation into the merits of the claims and the applicable law related thereto. My firm requested Plaintiff Minor's employment file from Defendant and spent a significant amount of time reviewing his employment records, including applicable policy documents and other documents signed by Plaintiff Minor during his time of employment, pay records, timecards, and other records.

35. Around December of 2023, counsel for the Parties began discussing the possibility of an early mediation and exchanging the names of potential mediators as well as discussing the necessary documents and information that would need to be exchanged in order to ensure a productive mediation session.

36. With the information Defendant provided, Class Counsel conducted a thorough investigation into the merits and legal basis of the claims and performed significant legal research with respect to the applicable law and potential defenses raised by Defendant to the claims.

37. Class Counsel's investigation allowed us to prepare a complete liability analysis and potential exposure to Defendant if Plaintiffs succeeded on all claims at trial, which were measured against the relative strength of the claims in order to better identify an appropriate range of settlement figures. This analysis was based on information represented in Defendant's records, which allowed Class Counsel to calculate the average number of shifts worked per pay period, the average number of employees employed at any given time, Class Members' average rates of pay, the estimated violation rates for each claim, the amount of any unpaid wages, and the average shift length, among other relevant data.

38. I believe that the documents and information exchanged and analyzed by the Parties in preparation for mediation, as well as the Parties' discussions during mediation, are sufficient for the Parties to make an informed decision about a fair resolution of this action at this time.

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**CLASS COUNSEL’S EVALUATION OF THE CLASS AND PAGA CLAIMS FOR
SETTLEMENT PURPOSES**

39. I believe the Settlement provides a real and meaningful benefit to the Class Members considering the disputed nature of the claims, the risk of maintaining class certification, and the expense of continued litigation. Our determination of a fair value of the Settlement was based on a number of factors, including our investigation of the applicable law as it applied to the facts discovered, the suitability of the case for class treatment, Plaintiffs’ claims and the associated damages, and Defendant’s potential defenses to liability and damages.

40. Throughout this case, Defendant has consistently maintained that it complied with California law by: (1) providing employees with the opportunity to take all required meal and rest periods; (2) properly calculating and paying all minimum, regular, overtime, and double time wages; (3) indemnifying employees for all necessary business expenses; (4) maintaining accurate employment records; (5) not engaging in the unlawful conversion of wages; (6) timely paying all wages due upon separation of employment, including any applicable waiting time penalties; (7) issuing accurate itemized wage statements; and (8) maintaining accurate records. For these reasons, Defendant also maintained that it did not violate Business and Professions Code section 17200 *et seq.* or the PAGA.

41. It is my understanding that Defendant contends that Class Members were properly classified as independent contractors, not employees, and therefore are not entitled to meal and rest period protections under California law. Additionally, Defendant argues that any liability for meal and period violations, if any, would fall to the individual healthcare facilities rather than Defendant itself. Defendant further asserts that meal periods were made available, that Class Members had the opportunity to take them, and that many did take them. As a result, this would have reduced the number of potential meal and rest premiums recoverable in this action.

42. Additionally, Plaintiffs’ meal and rest period claims are largely premised on the theory that Class Members were forced to skip meal and rest periods because the facilities were understaffed and they were unable to leave patients unattended. Plaintiffs also allege that the time records produced by Defendant show that Plaintiffs and Class Members did not clock out for meal periods, leading to a presumption that employees were not provided with compliant meal periods. Defendant contends that it

1 maintained lawful meal and rest period policies, and that the absence of recorded meal periods does not
2 necessarily indicate noncompliance, as employees may have voluntarily waived their breaks or failed to
3 record them despite being provided the opportunity to do so. As a result, Plaintiff would have similarly
4 faced challenges in obtaining the full amount of recovery and maintaining class certification.

5 43. Defendant is further likely to contend that it properly calculated and paid all minimum,
6 regular, overtime, and double time wages for all hours worked as required by California law. Specifically,
7 Defendant is likely to contend that Plaintiffs' unpaid minimum wage claims are largely derivative of
8 alleged work performed during meal periods and that, in many instances, Class Members did take their
9 meal periods.

10 44. Defendant is further likely to contend that, to the extent that Plaintiffs and Class Members
11 received wage statements that were allegedly inaccurate, Plaintiffs and Class Members suffered no actual
12 damage or harm as a result.

13 45. With respect to the waiting time penalties claim, Defendant is likely to contend that its
14 good-faith belief in the use of their timekeeping and payroll practices and their reliance on Class Members
15 to keep accurate records of their hours worked precludes the imposition of any waiting time penalties
16 since Plaintiffs will not be able to prove that Defendant's alleged failure to pay all wages at the time of
17 Plaintiffs' and Class Members' separation of employment with Defendant was "willful." Furthermore,
18 Defendant will likely contend that there are no "former" employees, as Class Members can reactivate their
19 accounts at any time and schedule shifts at facilities.

20 46. It is also my understanding that Defendant contends that class certification is not
21 appropriate. Defendant will likely argue that individualized inquiries predominate over common questions
22 of law and fact because Class Members worked in varying environments, in facilities of different sizes
23 across the state, and under different expectations depending on their specific work locations. Such
24 considerations do in fact pose a substantial obstacle for Plaintiffs to maintain their meal and rest period
25 claims on a class-wide basis, as well as an obstacle to establishing the full value of Plaintiffs' estimated
26 damages for these claims at trial.

27 47. Defendant is further likely to claim that it did not engage in any Labor Code or Wage Order
28 violations, and therefore, Plaintiffs will not be able to show Defendant engaged in any "unlawful, unfair

1 or fraudulent business act or practice,” or that Defendant is liable for civil penalties under the Labor Code
2 or statutory penalties under PAGA.

3 48. Plaintiffs believe that the class claims are meritorious, and that class certification is
4 appropriate as to all of the claims alleged in the litigation.

5 49. Plaintiffs’ maximum-possible damages exposure explained below assumed that class
6 certification would be granted and assumed that Plaintiffs would prevail on all claims at trial and recover
7 the full amount of the estimated damages, including all potential civil penalties. Accordingly, the
8 estimated value and analysis of Plaintiffs’ and Class Members’ claims at the mediation, after taking into
9 consideration conservative discounts to account for likelihood of success on class certification and merits,
10 yielded a maximum class-wide damages exposure of approximately \$70,286,517. However, the possibility
11 of recovering such a large amount is remote, particularly in light of the relative strength of Defendant’s
12 defenses, and the likelihood of obtaining and maintaining class certification of all claims through trial.

13 **Plaintiffs’ Meal and Rest Break Claims**

14 50. Plaintiffs’ damages estimate for the claim that Defendant failed to provide meal periods,
15 with interest, totaled approximately \$17,262,188. Plaintiffs’ damages estimate for the rest period claim,
16 with interest, totaled approximately \$12,581,770. Plaintiffs’ meal and rest break claims are premised on
17 the theory that Class Members must remain available at all times. Additionally, understaffing at hospitals
18 and the requirement to never leave a patient unattended made it impossible for Class Members to leave
19 their positions to take meal and rest breaks. When Class Members reported missing their breaks, they did
20 not receive premiums. Therefore, Plaintiffs contend that Defendant’s policies and practices resulted in
21 Class Members receiving late, short, or otherwise non-compliant meal periods, and that Class Members
22 were not authorized or permitted to take rest periods.

23 51. Plaintiffs’ damage calculations for the meal and rest break claims used the average hourly
24 rate of pay across the Class Period as the one-hour of wages owed as the premium for each non-compliant
25 meal and rest period. Plaintiffs allege these premium wages were never paid for non-compliant meal or
26 rest periods. To estimate the amount of damages for the meal period claim, Plaintiffs multiplied the
27 average hourly rate of pay (\$32.33), by the estimated total number of shifts worked through preliminary
28

approval (727,415), by the percentage of shifts worked that were longer than 6 hours (98%), by the estimated violation rate (100%):

$$\begin{array}{rcl}
 & \$32.33 & \text{(average hourly rate)} \\
 \times & 727,415 & \text{(total number of shifts through preliminary approval)} \\
 \times & 98\% & \text{(percentage of shifts longer than 6 hours)} \\
 \times & \underline{100\%} & \text{(estimated violation rate)} \\
 = & \$23,046,980.41 & \text{(estimated amount for unpaid meal period premiums)}
 \end{array}$$

52. The total estimated amount for unpaid meal period premiums with 7% interest is \$24,660,269. Taking into consideration Defendant's defenses and potential rate of violation, a more realistic estimate assumes a 70% likelihood of prevailing, which would yield a damage value of \$17,262,188.

53. Similarly, Plaintiffs' estimate for unpaid rest period premium wages used the average hourly rate of pay (\$32.33), multiplied by the average number of shifts worked through preliminary approval (727,415), by the percentage of shifts worked that were longer than 3.5 hours (100%), by the estimated violation rate (100%):

$$\begin{array}{rcl}
 & \$32.33 & \text{(average hourly rate)} \\
 \times & 727,415 & \text{(total number of shifts through preliminary approval)} \\
 \times & 100\% & \text{(percentage of shifts longer than 3.5 hours)} \\
 \times & \underline{100\%} & \text{(estimated violation rate)} \\
 = & \$23,517,326.95 & \text{(estimated amount for unpaid rest period premiums)}
 \end{array}$$

54. The total estimated amount for unpaid rest period premiums with 7% interest is \$25,163,540. Taking into consideration Defendant's defenses and potential rate of violation, a more realistic estimate assumes a 50% likelihood of prevailing, which would yield a damage value of \$12,581,770.

55. Defendant disputes its liability for meal and rest break violations that Plaintiffs and Class Members suffered because Plaintiffs and Class Members were properly classified as independent contractors. Defendant further claims that it provided Plaintiffs and Class Members with legally compliant meal and rest breaks. Defendant asserts that it complied with California law at all times concerning meal

periods and that Class Members were relieved of all duties during their meal breaks. Defendant similarly contends that Plaintiffs and Class Members were provided with the opportunity to take all rest periods to which they were entitled, and that Class Members were relieved of all duties during these scheduled rest breaks. Thus, proving liability, maintaining certification, and calculating damages for the meal and rest period claims would have presented significant challenges. As a result, Defendant claims that Plaintiffs' damage calculations are unrealistic and overinflated. Indeed, Plaintiffs would have faced difficulty in maintaining certification of these claims, and Plaintiffs' estimate of damages for the meal and rest period claims would likely be significantly discounted.

Plaintiffs' Minimum Wages Claim

56. Plaintiffs' claim for unpaid minimum wages is based on Defendant requiring Class Members to work during their meal breaks, for which they were not compensated.

57. Despite routinely working through meal periods and rest periods, Plaintiffs and the Class Members were never paid meal period or rest period premium wages.

58. Plaintiffs' total estimate of damages for unpaid minimum and regular wages, without interest and liquidated damages for unpaid minimum wage, totaled \$5,750,216. This amount was determined multiplying the estimated average number of hours worked while off the clock per shift (0.51 hours), by the estimated violation rate (100%), by the total number of shifts through preliminary approval (727,415), by the average minimum wage (\$15.50):

$$\begin{array}{rcl}
 & \times & 0.51 \text{ (estimated average number of hours worked while off the clock)} \\
 & \times & 100\% \text{ (estimated violation rate)} \\
 & \times & 727,415 \text{ (total number of shifts through preliminary approval)} \\
 & \times & \underline{\$15.50 \text{ (average minimum wage)}} \\
 = & & \$44,258.80 \text{ (estimated amount for unpaid off-the-clock work)}
 \end{array}$$

59. The total estimated amount for unpaid minimum wages with 10% interest and liquidated damages is \$12,075,453. Taking into consideration Defendant's defenses and potential rate of violation, a more realistic estimate assumes a 50% likelihood of prevailing, which would yield a damage value of \$6,037,726.

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Plaintiffs' Overtime Claim

60. Plaintiffs' claim for overtime wages is based on the allegation that Plaintiffs and Class Members were misclassified and did not get overtime or double time. Specifically, Class Members spent a significant amount of time working off the clock without being allowed to track or submit those hours and were therefore deprived of payment for all hours that should have been denoted as overtime hours.

61. Plaintiffs' total estimate of damages for unpaid overtime wages, without interest, totaled approximately \$4,879,845.34. To find the total amount owed, my firm determined the average overtime rate of pay (\$16.17). My firm then multiplied the estimated average number of overtime hours worked per shift (0.5), by the total number of shifts through preliminary approval (727,415), by the overtime violation rate (83%), by the average overtime rate (\$16.17):

$$\begin{aligned} & \times 0.5 \text{ (estimated number of overtime hours worked per shift)} \\ & \times 727,415 \text{ (total number of shifts through preliminary approval)} \\ & \times 83\% \text{ (overtime violation rate)} \\ & \times \underline{16.17 \text{ (estimated overtime rate)}} \\ & = \$4,879,845.34 \text{ (estimated amount for unpaid overtime)} \end{aligned}$$

62. The total estimated amount for unpaid overtime wages with 10% interest and liquidated damages is \$8,930,117. Taking into consideration Defendant's defenses and potential rate of violation, a more realistic estimate assumes a 40% likelihood of prevailing, which would yield a damage value of \$3,572,047.

63. Defendant denies Plaintiffs' unpaid overtime claim, contending that it followed all applicable laws with respect to Plaintiffs' and Class Members' employment, particularly regarding paying them for all overtime hours worked at the proper overtime rate of pay, and that there were no hours worked while off the clock leading to uncaptured overtime.

Plaintiffs' Wage Statement Claim

64. Defendant blatantly violated Labor Code section 226 because it did not even issue wage statements to Class Members.

65. Plaintiffs' estimated amount of statutory penalties for this claim is approximately \$71,512,000. Because Labor Code section 226(e) caps these statutory penalties at \$4,000 per employee, I

1 calculated the estimated amount of statutory penalties by multiplying employees at any given time
2 (17,878), by the \$4000 penalties cap, by the 100% violation rate ($17,878 \times \$4000 \times 100\% = \$71,512,000$).
3 Additionally, because this claim is reliant on proving liability as to the meal period, rest period, and
4 overtime claims, and because Defendant has a potential viable defense that any violation was not knowing
5 and intentional, this claim is susceptible to a substantial reduction in value. Thus, taking into consideration
6 Defendant's defenses and potential rate of violation, a more realistic estimate assumes a 15% likelihood
7 of prevailing, which would yield a damage value of \$10,726,800.

8 **Plaintiffs' Waiting Time Penalties Claim**

9 66. Plaintiffs' claim for waiting time penalties on behalf of former employees was estimated
10 by using the average shift pay provided by Defendant, which is \$259.43. This amount represents the total
11 amount of unpaid wages for one day for one employee. Multiplying this number by 30 days, by the total
12 number of all former employees (3,685), resulted in a damages calculation of \$28,679,986.50 ($\$259.43 \times$
13 $30 \times 3,685$).

14 67. Thus, Plaintiffs' total estimate of penalties for this claim was approximately
15 \$28,679,986.50; however, for the reasons stated above in regard to Plaintiffs' meal period, rest period,
16 and overtime claims, Defendant may have been able to assert a "good faith" defense if there were any
17 unpaid wages, which may have precluded the imposition of any waiting time penalties, or at the very least
18 substantially undercut the value of this claim. In addition, this claim depends on a finding that Class
19 Members were misclassified and that they were actually terminated. Thus, taking into consideration
20 Defendant's defenses and potential rate of violation, a more realistic estimate assumes a 65% likelihood
21 of prevailing, which would yield a damage value of \$18,641,991.

22 **Plaintiffs' Reimbursement Claim**

23 68. Plaintiffs' reimbursement claim is based on allegations that Plaintiffs and Class Members
24 were required to use their personal cell phones in the discharge of their job duties.

25 69. Plaintiffs' total damages estimate for this claim, without interest, was \$181,854. This was
26 calculated by multiplying the estimated number of shifts during the relevant reimbursement period
27 (727,415), by the average reimbursement expenses per shift (\$0.25):

28 ///

727,415 (number of shifts during reimbursement period)

x \$0.25 (reimbursement expenses per shift)

= \$181,854. (estimated amount for unpaid reimbursement expenses)

70. The total estimated amount for unpaid work expenses with 10% interest is \$200,039. Taking into consideration Defendant's defenses and potential rate of violation, a more realistic estimate assumes a 10% likelihood of prevailing, which would yield a damage value of \$20,004.

PAGA Claims

71. Plaintiffs' estimate of the maximum amount of civil penalties recoverable under PAGA totaled \$773,093,250 which was derived from Defendant's alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512, 1197, and 2802.

72. **PAGA Penalties for Meal Period Violations:**

\$100 (civil penalty per Labor Code §558)

x 727,415 (total number of pay periods within PAGA Period)

x 100% (violation rate)

= \$72,741,500

73. **PAGA Penalties for Rest Period Violations:**

x \$200 (civil penalty per Labor Code §2699(f))

x 727,415 (total number of pay periods within PAGA Period)

x 100% (violation rate)

= \$145,483,000

74. **PAGA Penalties for Unpaid Minimum Wages:**

x \$250 (civil penalty per Labor Code § 1197.1)

x 727,415 (total number of pay periods within PAGA Period)

x 100% (violation rate)

= \$181,853,750

75. **PAGA Penalties for Unpaid Overtime Wages:**

x \$50 (civil penalty per Labor Code § 1197.1)

x 727,415 (total number of pay periods within PAGA Period)

x 100% (violation rate)

= \$72,741,500

76. PAGA Penalties for Reimbursement Violations:

x \$100 (civil penalty per Labor Code § 2699(f))

x 727,415 (total number of pay periods within PAGA Period)

x 100% (violation rate)

= \$145,483,000

77. PAGA Penalties for Wage Statement Violations:

x \$100 (civil penalty per Labor Code §2699(f))

x 727,415 (total number of pay periods within PAGA Period)

x 100% (violation rate)

= \$145,483,000

78. PAGA Penalties for Inaccurate Records:

x \$500 (civil penalty per Labor Code § 1174.5)

x 17,878 (estimated number of employees in PAGA Period)

x 100% (violation rate)

= \$8,939,000

79. PAGA Penalties for Waiting Time:

x \$100 (civil penalty per Labor Code § 2699(f))

x 3,685 (estimated number of former employees in PAGA Period)

= \$368,500

80. As with the other claims referenced above, however, Plaintiffs' estimates of civil penalties were based on violation rates vulnerable to being undercut and/or substantially devalued. Furthermore, as with the imposition of any penalties under PAGA, there was a very real risk that the Court may further reduce Plaintiffs' estimated amount under Labor Code section 2699(e)(2), and it was very likely that, given the attenuated nature of some of the claims, the Court would, in its discretion, limit the award because it was unjust, arbitrary and oppressive, or confiscatory. As previously discussed, Defendant claims it did not engage in any Labor Code or Wage Order violations. By extension, Defendant claims

1 Plaintiffs will not be able to demonstrate that Defendant is liable for civil penalties under the Labor Code
2 or statutory penalties under PAGA. Therefore, the settlement of the claim for penalties under PAGA is
3 reasonable under the circumstances here because the Parties negotiated a good faith amount for PAGA
4 penalties, which was not the result of self-interest at the expense of Class Members. Therefore, the amount
5 of \$200,000 is both fair and reasonable.

6 81. The above calculations, applying the adjustments and discounts above, yield a total Class
7 damage calculation of \$70,286,517.

8 **THE SETTLEMENT TERMS**

9 82. On February 18, 2025, the Parties fully executed this non-reversionary Settlement, for
10 which Plaintiffs now seek the Court's preliminary approval. The basic terms of the Settlement are as
11 follows.

12 83. The "Class" means the Main Class and the 2802 Class. The Class comprises both
13 subclasses, and a Class Member may be a member of one or both subclasses. Settlement Agreement
14 ("SA"), at ¶ 1.5.

15 84. The "Main Class" means all individuals who were classified as independent contractors
16 and worked a shift in California booked through Defendant's marketplace at any time during the "Main
17 Class Period," which is defined as the period from May 17, 2022 through May 31, 2024, or through the
18 date on which the Main Class Shifts equal 703,499, whichever is earlier. SA, at ¶¶ 1.5(a), 1.13(a).

19 85. The "2802 Class" means all individuals who were classified as independent contractors
20 and worked a shift in California booked through Defendant's marketplace at any time during the "2802
21 Class Period," which is defined as the period from March 28, 2018 through May 16, 2022. SA, at ¶¶ 1.5(b),
22 1.13(b).

23 86. A "Class Member" means a member of the Class, as either a Participating Class Member
24 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an
25 Alleged Aggrieved Employee). SA, at ¶ 1.9. "Participating Class Members" are those who do not submit
26 a valid and timely Request for Exclusion from the Settlement. SA, at ¶ 1.38.

27 87. The "Main PAGA Group" means all individuals who were classified as independent
28 contractors and worked a shift in California booked through Defendant's marketplace at any time during

1 the “Main PAGA Period,” which is defined as the period from May 17, 2022, through the end of the Main
2 Class Period. SA, at ¶¶ 1.4(a), 1.34(a).

3 88. The “2802 PAGA Group” means all individuals who were classified as independent
4 contractors and worked a shift in California booked through Defendant’s marketplace at any time during
5 the “2802 PAGA Period,” which is defined as the period from March 28, 2021 through May 16, 2022.
6 SA, at ¶¶ 1.4(b), 1.34(b).

7 89. The “Individual Main Class Payments” are each Participating Main Class Member’s pro
8 rata share of the Net Settlement Amount calculated according to the number of Shifts worked during the
9 Main Class Period. SA, at ¶ 1.24.

10 90. The “Individual 2802 Class Payments” are each Participating 2802 Class Member’s pro
11 rata share of \$10,000 calculated according to the number of Shifts worked during the 2802 Class Period.
12 SA, at ¶ 1.25. The Parties do not agree on the preclusive effect of *Lawson* as to claims under Labor Code
13 section 2802 for the period covered by the *Lawson* settlement. Therefore, and in consideration of the *de*
14 *minimis* value of these claims, the Parties have agreed to allocate \$10,000.00 to recovery for such claims.
15 SA, at ¶ 3.2(f).

16 91. The “Individual Main PAGA Payments” are each Alleged Aggrieved Employee’s pro rata
17 share of 25% of the Main PAGA Penalties calculated according to the number of Shifts during the PAGA
18 Period. SA, at ¶ 1.26.

19 92. The “Individual 2802 PAGA Payment” means the Alleged Aggrieved Employee’s pro rata
20 share (if any) of 25% of the 2802 PAGA Penalties calculated according to the method described in
21 Paragraph 3.2(d)(ii) of this Agreement. SA, at ¶ 1.27.

22 93. **The Gross Settlement Amount:** Defendant will pay a non-reversionary sum of
23 \$6,000,000 in full resolution of all Released Main Class Claims, Releases 2802 Class Claims, Released
24 Main PAGA Claims, Released 2802 PAGA Claims, and the Action, which is inclusive of the following:
25 Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments,
26 Individual 2802 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class
27 Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration
28

1 Expenses Payment. SA, at ¶ 1.23. Defendant shall pay the applicable employer taxes in addition to the
2 Gross Settlement Amount. *Id.*

3 94. **Settlement Funding and Distribution Schedule:** Defendant shall fully fund the Gross
4 Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes
5 by transmitting the funds to the Administrator no later than five (5) business days after the Effective Date.
6 SA, at ¶ 4.2. The Effective Date means the date by which all of the following have occurred: (a) the Court
7 enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final (e.g.,
8 once the time for appeal has run); and (c) the *Minor* court enters an order dismissing the Minor Action.
9 SA, at ¶ 1.19.

10 95. Within fourteen (14) days after the Defendant fully funds the Gross Settlement Amount,
11 the Administrator will mail checks for all Individual Main Class Payments, all Individual 2802 Class
12 Payments, all Individual Main PAGA Payments, all Individual 2802 PAGA Payments, the LWDA PAGA
13 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
14 Litigation Expenses Payment, and the Class Representative Service Payments in accordance with the
15 Settlement Agreement. SA, at ¶ 5.1.

16 96. **The Net Settlement Amount:** The Net Settlement Amount is the portion of the Gross
17 Settlement Amount available for distribution to Participating Main Class Members after deducting the
18 payments for Individual 2802 Class Payments, Individual Main PAGA Payments, Individual 2802 PAGA
19 Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees
20 Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. SA, at
21 ¶ 1.31. The remainder is the Net Settlement Amount to be paid to Participating Main Class Members as
22 Individual Main Class Payments. *Id.* Assuming the Court awards these amounts to the full extent requested
23 in the Settlement, the total Net Settlement Amount available for distribution to Participating Main Class
24 Members will total approximately \$3,668,500. This amount is calculated as the Gross Settlement Amount
25 of \$6,000,000 minus the following amounts:

- 26 a. Class Counsel Fees Payment: \$2,000,000. SA, at ¶ 3.2(b).
27 b. Class Counsel Litigation Expenses Payment: \$40,000. SA, at ¶ 3.2(b).
28 c. Administrator Expenses Payment: \$61,000. SA, at ¶ 3.2(c).

- d. Class Representative Service Payments: \$20,000. SA, at ¶ 3.2(a).
- e. Individual 2802 Class Payments: \$10,000. SA, at ¶ 3.2(f).
- f. Individual Main PAGA Payments: \$200,000 (\$150,000 to the LWDA and \$50,000 to the Main PAGA Group). SA, at ¶ 3.2(d).
- g. Individual 2802 PAGA Payments: \$500 (\$375 to the LWDA and \$125 to the 2802 PAGA Group. SA, at ¶ 3.2(d).

97. **Class Counsel's Fees and Costs:** Class Counsel will seek an award of fees and costs for the services rendered and yet to be rendered on behalf of the Class. Class Counsel will seek, and Defendant will not oppose, an award of \$2,000,000 (33.33% of the Gross Settlement Amount) for attorney's fees, and the reimbursement of actual costs and expenses associated with Class Counsel's representation of the Class in an amount not to exceed \$40,000. SA, at ¶ 3.2(b).

98. **Administrator Expenses:** These are the actual and direct costs reasonably charged by the Settlement Administrator for administering the Settlement, including, but not limited to, preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Main Class Payments, Individual 2802 Class Payments, Individual Main PAGA Payments, and Individual 2802 PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and any other duties and responsibilities set forth herein to process this Settlement and/or as requested by the Parties or the Court. SA, at ¶ 8.1. The Parties selected CPT Group, Inc. to serve as the Administrator. *Id.* The Administration Expenses shall not exceed \$61,000. SA, at ¶ 3.2(c).

99. **Class Representative Service Payment:** In recognition of Plaintiffs' efforts in obtaining the benefits to the Class, and in consideration of a general release of Plaintiffs' individual claims, Plaintiffs

will request a Class Representative Service Payment of up to \$10,000 each, which Defendant will not oppose. SA, at ¶ 3.2(a).

100. **PAGA Penalties:** The Parties agreed to allocate the sum of \$200,500 from the Gross Settlement Amount to settle the claims for civil penalties pursuant to PAGA. This amount was negotiated in good faith and is not the result of self-interest at the expense of Class Members. Of this amount, (i) \$200,000 will be paid from the Gross Settlement Amount, with 75% (\$150,000) allocated to the LWDA PAGA Payment and 25% (\$50,000) allocated to the Individual Main PAGA Payments for the Main PAGA Group; and (ii) \$500 will be paid from the Gross Settlement Amount, with 75% (\$375) allocated to the LWDA PAGA Payment and 25% (\$125) allocated to the Individual 2802 PAGA Payments for the 2802 PAGA Group. SA, at ¶ 3.2(d).

101. **Calculation of Individual Main Class Payments:** The Administrator will calculate the amount of each Individual Main Class Payment by: (a) dividing the Net Settlement Amount by the total number of Shifts worked by all Participating Main Class Members during the Main Class Period and (b) multiplying the result by each Participating Main Class Member's Shifts worked during the Main Class Period. SA, at ¶ 3.2(e). Each Participating Main Class Member will therefore be entitled to a pro-rata share of the Net Settlement Amount based on the number of Shifts he or she worked for Defendant during the Main Class Period. "Shifts" shall mean a shift located in California booked through Clipboard's marketplace and actually worked, in whole or in part, by a Class Member. SA, at ¶ 1.50. These numbers will be determined based on information provided to the Administrator by Defendant.

102. Data provided by Defendant indicates that there are approximately 19,497 Class Members who collectively worked a total of 703,499 Main Class Shifts. Class Counsel therefore estimates that each Class Member will receive roughly \$5.21 per Main Class Shift (i.e., \$3,668,500 divided by the total number of shifts).

103. If all 19,497 Class Members participate in the Settlement, the estimated average amount to be distributed to each Participating Main Class Member will be approximately \$188.16 (Net Settlement Amount of \$3,668,500 divided by 19,497 Class Members = \$188.16).

104. **Calculation of Individual 2802 Class Payments:** The Parties have agreed to allocate \$10,000 to recovery for the claims under Labor Code section 2802. The Administrator will calculate the

1 amount of each Individual 2802 Class Payment by: (a) dividing \$10,000 by the total number of Shifts
2 worked by all Participating 2802 Class Members during the 2802 Class Period and (b) multiplying the
3 result by each Participating 2802 Class Member's Shifts worked during the 2802 Class Period. SA, at
4 ¶ 3.2(f). Each Participating 2802 Class Member will therefore be entitled to a pro-rata share of the \$10,000
5 based on the number of Shifts he or she worked for Defendant during the 2802 Class Period. These
6 numbers will be determined based on information provided to the Administrator by Defendant.

7 105. **Calculation of Individual Main PAGA Payments:** The Administrator will calculate each
8 Individual Main PAGA Payment by (a) dividing the amount of the Main PAGA Group's 25% share of
9 PAGA Penalties (i.e., \$50,000) by the total number of Main PAGA Shifts worked by the Main PAGA
10 Group during the Main PAGA Period and (b) multiplying the result by each Main PAGA Group member's
11 Main PAGA Shifts. SA, at ¶ 3.2(d)(i). "Main PAGA Shifts" shall mean shifts worked in California by an
12 Alleged Aggrieved Employee during the Main PAGA Period. SA, at ¶ 1.37(a). These numbers will be
13 determined based on information provided to the Administrator by Defendant. Alleged Aggrieved
14 Employees will be issued payment of their Individual Main PAGA Payments regardless of whether they
15 opt out of the Class Settlement.

16 106. **Calculation of Individual 2802 PAGA Payments:** The Administrator will calculate each
17 Individual 2802 PAGA Payment by (a) dividing the amount of the 2802 PAGA Group's 25% share of
18 PAGA Penalties (i.e., \$125) by the total number of 2802 PAGA Shifts worked by the 2802 PAGA Group
19 during the 2802 PAGA Period and (b) multiplying the result by each 2802 PAGA Group member's 2802
20 PAGA Shifts. SA, at ¶ 3.2(d)(ii). "2802 PAGA Shifts" shall mean shifts worked in California by an
21 Alleged Aggrieved Employee during the 2802 PAGA Period. SA, at ¶ 1.37(b). These numbers will be
22 determined based on information provided to the Administrator by Defendant.

23 107. I believe the Settlement provides the fairest way to distribute the Settlement proceeds to
24 Class Members, which is to calculate each Class Member's share of the Settlement proceeds based on the
25 number of Workweeks worked by each Class Member during the Class Period, because it distributes the
26 Settlement proceeds according to the amount of time that each Class Member worked and therefore the
27 number of violations experienced during the Class Period.

28 ///

108. All Class Members will receive their share of the Settlement proceeds without the need to submit a claim form.

109. **Taxation and Withholding:** 20% of each Individual Main Class Payment will be allocated as wages, and 80% shall be allocated as interest and penalties. SA, at ¶ 3.2(g). The portion of the Participating Class Member's Individual Main Class Payment allocated to settlement of wage claims will be reported by via IRS Form W-2, and the portion of the Participating Class Member's Individual Main Class Payment allocated to interest and penalties will be reported via IRS Form 1099. *Id.* 100% of the PAGA Payment is in settlement of claims for penalties, not subject to wage withholdings, and shall be reported to each Alleged Aggrieved Employee via IRS Form 1099. SA, at ¶ 3.2(d)(iii).

110. Defendant's share of any employer-side payroll taxes and other required employer withholdings shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant. SA, at ¶ 1.23.

111. **Disposition of Returned and Uncashed Checks:** Any checks issued by the Administrator to Participating Class Members and Alleged Aggrieved Employees will be negotiable for 180 calendar days after initial issuance. SA, at ¶ 5.2 Thereafter, if a check remains uncashed, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no unpaid residue. SA, at ¶ 5.4.

112. **Procedure for Requesting Exclusion:** Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a written and signed Request for Exclusion postmarked no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). SA, at ¶¶ 1.48, 8.5(a). The Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and address. SA, at ¶ 8.5(a). To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the deadline set forth herein. *Id.*

113. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Main Class Payment or Individual

1 2802 Class Payment or have the right to object to the class action components of the Settlement. SA, at
2 ¶ 8.5(d). The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain
3 their validity. No later than five (5) days after the expiration of the deadline for submitting Requests for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
5 names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”);
6 (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all
7 Requests for Exclusion from Settlement submitted (whether valid or invalid). SA, at ¶ 8.8(b).

8 114. **Released Parties:** The “Released Parties” include Defendant and its parents and affiliates,
9 subsidiaries, predecessors (including but not limited to Twomagnets Inc.), successors, divisions, joint
10 ventures, clients and vendors, attorneys, agents and assigns, and each of their former and present owners,
11 directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers,
12 re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries,
13 and administrators, and personal or legal representatives. SA, at ¶ 1.46.

14 115. **Released Main Class Claims:** All Participating Class Members, on behalf of themselves
15 and their respective former and present representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could
17 have been alleged, based on the facts stated in the Operative Complaints or Plaintiffs’ PAGA Notices,
18 against Released Parties that occurred during the Main Class Period, including any claims for: (i) meal
19 and rest break violations or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours
20 worked, including minimum wages or overtime wages; (iii) failure to pay wages timely during
21 employment and upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for
22 required expenses; (vi) failure to furnish accurate wage statements; (vii) conversion; (viii) failure to
23 maintain accurate records; and (ix) unfair business practices relating to or arising out of any of the
24 foregoing, and ascertained in the course of the Action. SA, at ¶¶ 1.43, 6.2. Except as expressly set forth in
25 the Settlement, Participating Class Members do not release any other claims, including claims for vested
26 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
27 insurance, disability, social security, workers’ compensation, and/or claims based on facts occurring
28 outside the Main Class Period. SA, at ¶ 1.43.

1 116. **Released PAGA Claims by Non-Participating Class Members:** All Non-Participating
2 Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their
3 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
4 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
5 have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
6 Notice and ascertained in the course of the Action. SA, at ¶ 5.3.

7 117. **Plaintiffs' Individual Release:** Plaintiffs and their representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns generally release and discharge Released Parties from all
9 claims, transactions, or occurrences between them that occurred or arose anytime from the beginning of
10 time to the date Plaintiffs execute this Agreement ("Plaintiffs' Released Claims"). This release of
11 Plaintiffs' Individual Released Claims releases the Released Parties from any claim that Plaintiffs, or
12 either of them, could maintain in any action against any Released Party and includes, but is not limited to,
13 (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the
14 Operative Complaints and Plaintiffs' PAGA Notices and (b) all PAGA claims that were, or reasonably
15 could have been, alleged based on facts contained in the Operative Complaints and Plaintiffs' PAGA
16 Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this
17 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security
18 benefits, or workers' compensation benefits that arose at any time, or based on occurrences after the date
19 Plaintiffs sign this Agreement. For the avoidance of doubt, Plaintiffs are subject to the class and PAGA
20 releases for the duration of the Main Class Period, 2802 Class Period, Main PAGA Period, and 2802
21 PAGA Period, respectively. Plaintiffs acknowledge that Plaintiffs may discover facts or law different
22 from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agree,
23 nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such
24 different or additional facts or Plaintiffs' discovery of them. SA, at ¶ 6.1.

25 118. Plaintiffs further expressly waive and relinquish the provisions, rights, and benefits, if any,
26 of section 1542 of the California Civil Code. SA, at ¶ 6.1(a).

119. The Releases are effective on the date Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Main Class Payments. SA, at ¶ 6.

CLASS NOTICE AND NOTICE PLAN

120. A copy of the proposed Class Notice is attached as Exhibit A to the Settlement Agreement.

121. The Class Notice is accurate and informative. The Class Notice summarizes the lawsuit, including the contentions and denials of the Parties, the proceedings to date, and the terms and conditions of the Settlement in plain language in an informative and coherent manner.

122. The Class Notice also fully informs Class Members of the terms of the Settlement, of its effect on their rights, of their options as Class Members (i.e., to object, opt out, and/or do nothing), and of the consequences of exercising those options. The Class Notice also outlines the procedure and deadlines for opting out of the Settlement, for submitting objections to the Settlement, and how to receive an Individual Main Class Payment – stating clearly that Class Members do not need to submit a claim form in order to receive an Individual Main Class Payment, thereby encouraging Class Member participation and increasing the likelihood of Class Members obtaining recovery. The Class Notice will also provide the estimated amount of the any Individual Main Class Payment, Individual 2802 Class Payment, Individual Main PAGA Payment, and Individual 2802 PAGA Payment payable to the Class Member, and the number of Main Class Shifts, 2802 Class Shifts, Main PAGA Shifts, and 2802 PAGA Shifts used to calculate these amounts. SA, at ¶ 8.4(b).

123. The Class Notice also states the amount of the proposed service award to be paid to the Class Representatives; states the amount of Class Counsel’s request for attorneys’ fees; states that Class Counsel will be reimbursed for actual litigation costs and states the maximum amount of litigation costs to be awarded; states the amount to be paid to the Administrator; states the amount to be allocated to PAGA and paid to the LWDA; states the date, time, and place of the final approval hearing; and explains how Class Members can obtain additional information, as well as view a copy of the Settlement Agreement. (See Exhibit A to Settlement Agreement.)

124. Furthermore, the Class Notice also makes clear that the Settlement does not constitute an admission of liability by Defendant, that the Court has not ruled on the merits of the action, and that the final settlement approval decision has yet to be made.

125. The Parties agreed to hire CPT Group, Inc. (“CPT”), an experienced third-party administrator, to serve as Administrator. Prior to selecting CPT as the Administrator, the Parties obtained competitive bids from other third-party settlement administrators and determined that CPT’s estimate was the most reasonable.

126. The proposed notice plan, calling for First Class mailed notice to all Class Members, as well as in-depth skip tracing at the outset and for returned notices, is consistent with class notices approved by state and federal courts, and under the circumstances here, is the best notice practicable and the method most likely to reach the greatest number of Class Members.

127. The Class Notice will be mailed to Class Members in English. SA, at ¶ 1.11.

CLASS COUNSEL’S VIEW OF THE SETTLEMENT

128. With a maximum value of \$6,000,000, the Settlement results in a substantial benefit to all Class Members and provides significant relief for the disputed wage and hour claims, which I believe places it well within the range of reasonableness.

129. While the Gross Settlement Amount represents a discount on the overall exposure to Defendant assuming Plaintiffs prevailed on all issues pertinent to class certification, established liability on all claims, and proved damages 100% as estimated, this reduction in compromise is extremely reasonable considering the substantial risks Plaintiffs would face maintaining class certification and establishing liability on all claims against Defendant.

130. In reaching the Settlement, I carefully considered the following: the strength of the case versus the amount offered in settlement; the risk, expense, complexity, and likely duration of further litigation and maintaining class certification through trial; the present state of the law as it applies to wage-and-hour class actions; and the burdens of proof necessary to establish liability against Defendant.

131. Absent a settlement, the Parties would likely spend considerable time, effort, and money on additional discovery and depositions, including substantial meet and confer and motion work, and preparation of Plaintiffs’ motion for class certification and/or opposition to Defendant’s likely motion to

1 decertify the Class—if class certification were granted—in addition to likely filing cross-motions for
2 summary judgment. Indeed, even if Plaintiffs were successful in proving all the class claims at trial and
3 recovered the full amount of damages as estimated, it is likely that Defendant would appeal any judgment
4 in Plaintiffs’ favor, potentially drawing out the litigation for many more years with no guarantee of
5 recovery by Plaintiffs or the Class.

6 132. It is also likely that Plaintiffs would need to retain experts to perform analysis for both
7 class certification as well as trial. Although the topics on which the expert would be expected to provide
8 opinions and testimony are not yet known, it is very likely that said expert would cost thousands of dollars,
9 if not tens of thousands of dollars.

10 133. I acknowledge the cost and delay of continued proceedings necessary to prosecute the
11 action through trial and appeal and, in bringing this action, carefully considered the uncertain outcome
12 and the risks associated with any litigation, particularly complex actions such as this. I am also mindful
13 of the inherent problems of proof, and possible defenses to the causes of action asserted in the lawsuit.
14 Although Plaintiffs assert that Defendant is liable to all Class Members for their unpaid wages, damages
15 and penalties, none of the claims are certain. Thus, even though Plaintiffs believe that the case possesses
16 substantial merit, the litigation cannot legitimately be characterized as being one without risk or that
17 Plaintiffs would inevitably prevail at trial. Defendant was represented by able counsel who mounted a
18 strong defense against Plaintiffs’ claims. Throughout this litigation, Defendant denied any liability for the
19 claims alleged, contending that they followed all applicable law with respect to Plaintiffs’ and Class
20 Members’ employment, that Class Members were provided and properly authorized and permitted to take
21 all meal and rest periods and that Class Members were paid all overtime wages owed.

22 134. Granting approval of the class action settlement, however, would guarantee the payment
23 of the Gross Settlement Amount of \$6,000,000 and provide payment to Class Members who decide to
24 participate in this settlement. As demonstrated herein, the Individual Main Class Payments and Individual
25 2802 Class Payments to Class Members are within the range of reasonableness and provide the best
26 resolution for this case considering the risks involved in continuing litigation, the potential delay of years,
27 the additional expenses the Parties would incur, and the fact that this Court has not yet addressed the issues
28 of class certification, liability, and damages.

135. Based on my years of experience in other wage and hour cases, I believe I am well-qualified to evaluate the class claims and viability of defenses in this action, and I strongly support this Settlement.

CLASS COUNSEL’S FEES AND COSTS ARE REASONABLE

136. Class Counsel will request an attorneys’ fee award in the amount of \$2,000,000, which equates to 33.33% of the Gross Settlement Amount, as well as reimbursement of actual costs and expenses associated with Class Counsel’s representation of the Class in an amount not to exceed \$40,000. SA, at ¶ 3.2(b). These amounts are warranted and reasonable because of the substantial work and effort incurred to achieve the Settlement on behalf of the Class and the real and significant monetary relief obtained. This work includes preparing and sending notices to the LWDA; filing the Complaints; propounding written discovery and engaging in informal document and information exchange; extensive review and analysis of employee time and payroll records; preparing a thorough damages analysis; preparing for and attending a global mediation; negotiating the terms of the class action and PAGA settlement; and preparing and filing this motion for preliminary approval.

137. The fee request will be supported at the time of final approval by a detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the amount of time worked on the various tasks performed on behalf of Plaintiffs and the Class. Similarly, the cost request will be supported at the time of final approval with an explanation of the amount and nature of the costs incurred.

138. Although case law supports as high as a 50% fee award on common settlement funds of less than \$10 million, Class Counsel’s request for an attorneys’ fee award of \$2,000,000, representing 33.33% of the Gross Settlement Amount, is both “reasonable and fair” in light of the amount of work performed and the amount of resources and labor employed in the prosecution of this action. Based on my experience and knowledge of the relevant legal market for wage and hour class actions, these amounts accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases on a contingency basis.

139. My firm invested a significant amount of time into each step of this litigation. We dedicated a substantial amount of resources to effectively litigate and resolve these claims, resulting in what I believe to be the best possible outcome for the Class, given the risks of continued litigation.

140. My firm maintains detailed, contemporaneous time records, which my firm will submit, if required, in support of Class Counsel's fee request in the motion for final approval and award of attorney's fees and costs, to be filed in advance of the Final Approval Hearing. In making a fee request in class action cases such as this, I always analyze the factors that the court must consider in awarding fees. I believe that such circumstances exist here to justify the requested attorney fee award in the amount of one-third of the Gross Settlement Amount, including: (a) the skilled work involved in achieving such a good settlement for the Class and bringing the action to an efficient and speedy conclusion; and (b) the associated risks in taking this matter on a contingency basis. In light of these considerations, I believe Class Counsel's requested fee of \$2,000,000, or 33.33% of the Gross Settlement Amount, is reasonable.

141. My firm also incurred expenses for items such as filing fees, mediation fees, postage, delivery, online research, telephone, and copying charges to date in order to effectively prosecute this action. These are categories of expenses which, on information and belief, other law firms customarily charge their fee-paying clients. My firm committed and continues to commit significant financial and staffing resources to this case and anticipates having to spend additional time and resources in seeking final approval of the Court and ensuring proper administration of the Settlement funds. In light of these considerations, Class Counsel requests reimbursement for actual litigation expenses in an amount not to exceed \$40,000.

CLASS REPRESENTATIVE SERVICE PAYMENT TO CLASS REPRESENTATIVES

142. At the same time as Class Counsel's fee request, Plaintiffs will each request a Class Representative Service Payment in the amount of \$10,000, which shall be in addition to the Individual Class Payment and Individual PAGA Payment to which they will be entitled to receive as a Class Member and PAGA Member. SA, at ¶ 3.2(a).

143. Plaintiff Minor sought legal assistance from Class Counsel, communicated with Class Counsel via telephone and email, identified potential witnesses, assisted with identifying types of documents that we should request from Defendant in preparation for the mediation, and provided relevant information and worked closely with Class Counsel to protect the best interests of the Class by agreeing to act as a class representative. Plaintiff Minor made himself available, via telephone, throughout the day

1 of mediation, and my firm did in fact reach out to him throughout the day and during the continued
2 settlement negotiations that followed.

3 144. Plaintiff Minor is also agreeing to a general release of his claims, which is an expansive
4 release not required of other Class Members who will only execute a limited release of claims.

5 145. Plaintiff Minor's participation was an essential element that allowed Class Counsel to reach
6 this significant settlement on behalf of the Class.

7 146. I believe other Class Members would not have taken any action individually and, but for
8 Plaintiff Minor's contributions, they would not receive the compensation afforded by this Settlement. I
9 believe that the requested service award in the amount of \$10,000 to Plaintiff Minor is fair and reasonable.

10 **PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

11 147. For the purposes of settlement, Plaintiffs contend, and Defendant does not dispute that
12 conditional certification of the Class is appropriate. SA, at ¶¶ 2.13, 13.1.

13 148. Per Defendant, there are approximately 19,497 Class Members at the time of mediation,
14 all of whom Defendant employed within the state of California. Based on its records, Defendant estimates
15 that there were approximately 700,000 Main Class Shifts as of May 31, 2024. SA, at ¶ 9.

16 149. The class definition is precise, objective, and presently ascertainable, and makes
17 abundantly clear who is a member of the Class. In addition, Class Members can be identified easily by
18 way of Defendant's records. Defendant maintains records containing relevant information about Plaintiffs
19 and Class Members, including, but not limited to, full dates of employment during the Class Period, full
20 name, social security number, mailing address, telephone number, and date of birth.

21 150. Defendant produced the relevant policies that were in effect during the Class Period.
22 Plaintiffs contend that these handbooks and policies and procedures were applicable to all Class Members
23 during the Class Period, and Plaintiffs contend that all Class Members were subject to the same policies
24 and procedures throughout the Class Period.

25 151. Plaintiff Minor performed the same or similar duties as other Class Members and contends
26 that he was misclassified as an independent contractor, just like the other Class Members who he alleges
27 were unable to take compliant meal periods and rest periods and were not properly paid all wages.
28 Therefore, Plaintiff Minor's claims are typical of the Class he seeks to represent because he was subject

1 to the same alleged illegal policies, procedures, practices, and course of conduct as all other Class
2 Members.

3 152. Plaintiff Minor has no conflict of interest with the Class and has, along with Class Counsel,
4 worked toward a positive resolution of this case, demonstrating his interest in prosecuting this Action and
5 his dedication to obtaining the best possible recovery for the Class.

6 153. In addition, Plaintiff Minor's interests are co-extensive with those of the Class, and Plaintiff
7 seeks relief identical to that sought by every other Class Member

8 154. Class Counsel possesses extensive experience in prosecuting complex wage and hour class
9 actions and has worked diligently to achieve this Settlement for the Class.

10 155. I believe that this case could not have continued without Plaintiff Minor's efforts and desire
11 to obtain this positive result for the Class. There are no conflicts between Plaintiff Minor and his Counsel
12 and Class Members.

13 156. Absent class treatment, similarly situated employees with small but nevertheless
14 potentially meritorious claims for damages would, as a practical matter, have no means of redress because
15 of the time, effort, and expense required to prosecute individual actions.

16 157. It is my opinion that this Settlement Agreement is fair, reasonable, and adequate, and in
17 the best interest of the Class. It is therefore my opinion that this Settlement should receive the Court's
18 preliminary approval.

19 I declare under penalty of perjury under the laws of the State of California and the United States
20 that the foregoing is true and correct. Executed on February 18, 2025, in San Diego, California.

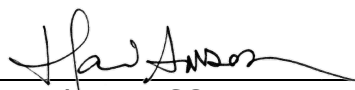
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22 
23 HALI M. ANDERSON

EXHIBIT 2

Carrie Rogers

From: no-reply@formassembly.com
Sent: Wednesday, November 5, 2025 4:53 PM
To: Carrie Rogers
Subject: Thank you for your Court Order or Judgment Submission

11/05/2025 04:53:01 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 11/05/2025 04:53:01 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-942401-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccrogers%40archlegal.com%7C43462a672c5e478d411b08de1ccedcad%7C07209b308c1c476c8b57a7f516f928a5%7C0%7C0%7C638979871951982500%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=Ps4PQ5jtVPWfLZY3sCtHLywF%2FRucTO6Wg7A4XCfLPZI%3D&reserved=0

EXHIBIT 3

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.

- *Muniz v. Norman Etchison, Inc.* settled for \$350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for \$400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, settled for \$1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.

- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.
- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.

- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.
- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.

- *Digiacombo v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC*, settled for \$130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.

- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791 class members, and Judge David Cohn awarded 33% in fees.
- *Vega v. Fondomonte California, LLC*, settled for \$775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.

Superior Court for the County of San Diego:

- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.*, settled for \$1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC*, settled for \$694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.

- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.

- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.*, settled for \$525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.

- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc.* (Representative Action), settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.

- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.
- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for \$210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.

- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.

- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.
- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.

EXHIBIT 4

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JESSICA WILLIAMS, on behalf of herself and
all other similarly situated,

Plaintiff,

v.

TWOMAGNETS INC. d/b/a CLIPBOARD
HEALTH, a California corporation; and DOES
1 through 50, inclusive,

Defendant.

Case No.: 22STCV10645

*[Assigned for All Purposes to the Hon. Timothy
Patrick Dillon, Dept. 15]*

**DECLARATION OF PLAINTIFF ROCHELL
MINOR IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: December 18, 2025
Time: 10:00 a.m.
Dept: 15
Judge: Hon. Timothy Patrick Dillon

Complaint Filed: March 28, 2022
FAC Filed: June 2, 2022
Trial Date: None set

ARCHLEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

I, Rochell Minor, declare as follows:

1. I am a named plaintiff in a class and PAGA action case against Defendant Twomagnets Inc. d/b/a Clipboard Health (“Defendant” or “Twomagnets”). The class action was filed on May 25, 2023, in Alameda County Superior Court, Case No. 23CV034399.

2. I know all of the facts stated in this declaration, and if called as a witness, I would testify truthfully as to these facts.

3. I worked as a Certified Nurse Assistant (“CNA”) from April 2, 2022, to November 12, 2022. In this position, I was responsible for tending to patients and ensuring their safety. I was paid on an hourly basis and typically worked 8-hour shifts and 16-hour shifts several days per week. During my employment, I believe I was misclassified as an independent contractor.

4. As a CNA, I was responsible for monitoring my patients at all times. Because the hospitals were understaffed, it was impossible for me and other employees to leave our positions to take meal or rest breaks. As a result, I rarely had an opportunity to take a meal or rest break. Despite rarely ever taking meal or rest breaks, Defendant has not paid me any meal or rest period premiums.

5. I frequently performed off-the-clock work for which Defendant did not compensate me. I was required to respond to messages on a pager that I had to wear at all times during my shifts. I also had to respond to patients who pressed the call buttons in their rooms. Nor was I paid for time spent: undergoing mandatory training to maintain licensures, undergoing mandatory health screenings before and after shifts, attending mandatory orientation when working at a new facility, or working past the end of my scheduled shift.

6. Because Defendant misclassified me as an independent contractor, Defendant did not pay overtime or double time wages at 1.5 or 2 times the regular rate of pay. Specifically, whenever I worked back-to-back shifts (e.g., two consecutive 7.5- or 8-hour shifts), I was required to clock out at the end of the first shift and immediately clock back in for the second, which avoided overtime pay.

7. Defendant also did not reimburse me for necessary expenses I incurred while performing my job. For instance, I was required to use my personal cell phone on a daily basis to schedule shifts, clock in and out, and report payment issues. Furthermore, I had to have my phone’s location services turned on throughout the entirety of my shifts so that Defendant could track my location and confirm I

1 was at my assigned facility.

2 8. As a result of the foregoing, I believe Defendant failed to pay me all wages owed, did not
3 provide legally required meal or rest periods, and did not properly reimburse me for necessary business
4 expenses. I further believe that my wage statements did not accurately reflect my hours worked or the
5 compensation I was owed.

6 9. I first met with my attorneys around March of 2023. I spoke with my attorneys and
7 explained to them my experience working for Defendant. At the time I spoke with my attorneys, I believed
8 other employees working as CNAs were also affected by the violations that I claimed against Defendant.

9 10. At that time, I agreed to represent all other similarly situated current and former employees
10 who worked for Defendant in the State of California and to obtain relief for the entire class. I also agreed
11 to consider the interests of the class just as I would consider my own interests.

12 11. When I agreed to represent other employees who worked for Defendant, I understood it
13 was my duty to be readily available and to participate actively in this case. I knew that I might be required
14 to review documents; search for documents and produce them to my attorneys; answer written
15 interrogatories and questions; answer oral questions during a deposition, to testify truthfully under oath,
16 and be available to appear in Court, if necessary.

17 12. I understood that I needed to keep aware of the status and progress of the lawsuit, and I
18 have consistently done so since the start of this case.

19 13. I realized I was taking a significant amount of risk in filing class action claims against
20 Defendant. I understood that as a named plaintiff in this class action lawsuit I was taking risks other
21 workers were not. For example, I understood I might be responsible for the payment of Defendant's
22 court-awarded litigation costs in the event I did not prevail in the litigation.

23 14. I also knew that when I decided to search for employment, my name could easily be located
24 on the Internet or through other searches and that any prospective employer may find out that I had sued
25 my former employer as a class representative.

26 15. Even though I knew I was taking risks, I knew I had to do what I believed was right and
27 pursue claims on behalf of myself and other workers and attempt to recover the wages and monies owed
28 to us.

1 16. I am not aware of any personal claim I have against Defendant that would be inconsistent
2 with the interests of the Class. I am not aware of the existence of any conflict of interest between myself
3 and the Class.

4 17. Since I met with my attorneys in 2023 until now, I have kept aware of the status of the
5 lawsuit and provided my attorneys with all the documents and information I had in my possession for
6 them to use in the litigation. I have spent large amounts of time and effort pursuing my claims and the
7 claims of the other similarly situated workers from the time I retained my attorneys to the present date.

8 18. After retaining my attorneys, I spent hours in meetings and on the phone discussing the
9 facts of my case with my attorneys Hali M. Anderson and Samara A. Bahu. I spent several hours
10 discussing the facts related to my work with Defendant, including discussing my job duties and
11 responsibilities, my job position, and the hours and days I worked, and how I was compensated.

12 19. I also spent several hours looking for documents related to my claims against Defendant
13 that I had kept, and I sent them to my attorneys. I further spent time on telephone calls with my attorneys
14 reviewing and discussing the documents I provided.

15 20. After Defendant produced a copy of my employment file, I spoke with my attorneys to
16 discuss the content of these documents and review them for accuracy. I also spent time reviewing all the
17 documents I signed during my employment with Defendant. I also spent a significant amount of time
18 explaining Defendant's operations and scheduling system.

19 21. My attorneys received documents from Defendant after the litigation was filed. My
20 attorneys contacted me to go through the documents and information they had received from Defendant
21 as part of the informal discovery in the case.

22 22. In December of 2023, my attorneys informed me that Defendant agreed to participate in a
23 global mediation session with the parties in related case *Williams v. Twomagnets Inc. d/b/a Clipboard*
24 *Health*, Case No. 22STCV10645 (the "*Williams Action*"). I believed it was in the best interest to attempt
25 to resolve this case early instead of engaging in additional costly and time-consuming litigation in court.

26 23. I agreed to participate in the global mediation session and spent many hours discussing the
27 details of the case with my attorneys in preparation for the mediation, which was scheduled for
28 March 1, 2024.

24. As part of the mediation preparation, I reviewed documents Defendant gave to my attorneys, and I provided my attorneys with details of my personal experience working with Defendant. Although I did not personally attend the March 1, 2024 mediation session, I made myself available for the entire day in case my attorneys needed to speak to me; and my attorneys did reach out to me throughout the day and following mediation while settlement negotiations continued.

25. On April 24, 2024, a second mediation session took place to continue settlement discussions. I remained available to assist my attorneys throughout the process until a settlement was reached.

26. In the months that followed, my attorneys, the attorneys representing Plaintiff in the *Williams* Action, and Defendant's attorneys worked to prepare and finalize the Settlement Agreement. Throughout this time, I continued to stay involved in every aspect of the case.

27. I spent significant time reviewing the Settlement Agreement before signing it.

28. It is my opinion that the proposed class action settlement achieved is fair, adequate and reasonable.

29. I believe I have put myself at significant risk by pursuing this lawsuit and I feel my participation as the Class Representative in this class action lawsuit could inhibit my ability to seek gainful employment in the future.

30. I have always considered the interests of the class just as I would consider my interests and placed the interests of the class above my own since I started this class action case.

31. To date, I estimate I have spent approximately 45 to 50 hours working with my lawyers, performing the various tasks described in this declaration, including actively participating in the preparation for mediation, and reviewing the class action settlement agreement, not only for my own benefit but for the benefit of all other class members. To this date, I continue to regularly communicate with my attorneys about the progress of the case, calling approximately once a week to see if there are any new developments.

32. Although I was not ultimately deposed in this case, the absence of a deposition was not due to my lack of preparation or availability; rather, it resulted from the strength of the evidence and the efficiency of the litigation, both of which I supported through ongoing engagement and cooperation with

1 Class Counsel.

2 33. I am requesting the Court approve a \$10,000 service payment. I believe this amount is very
3 reasonable considering the significant amount of work, time, and effort I have spent with my attorneys to
4 achieve this settlement. The time and service I provided to the class resulted in the parties agreeing to
5 settle the case and in a positive outcome to the entire class, who will receive a share of the settlement
6 funds in this case. I firmly believe that without me standing up for myself and the Class, many of these
7 employees' rights would go unvindicated. The fact I was able to obtain a result that affects over 22,000
8 healthcare service employees is significant.

9 34. I also believe the amount of the class representative service payment is very reasonable
10 considering the financial and professional risks I took by bringing a class action lawsuit against my former
11 employer, and the risk of not prevailing in the lawsuit and being responsible for the payment of costs.

12 35. I also believe it is very reasonable because I have agreed to release Defendant of all known
13 and unknown claims that I have or may have against them. The release that I have agreed to enter into is
14 significantly broader than the release applicable to the other Class Members in this case.

15 36. I have been extremely pleased with my attorneys' work on this case. I found that they
16 worked effectively to attain the excellent results achieved for the benefit of all class members.

17 37. I am committed to this case and will continue to make myself available as needed in the
18 settlement and settlement administration process.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed on 11/24/2025, in Williams, California.

DocuSigned by:

Rochell Minor

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ROCHELL MINOR