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

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

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

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

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

CLASS COUNSELS’ CLASS ACTION EXPERIENCE

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

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

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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
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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
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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

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

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

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

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

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

118. Plaintiffs further expressly waive and relinquish the provisions, rights, and benefits, if any, 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.

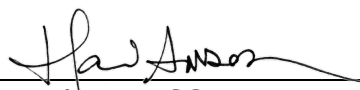
21
22 
23 HALI M. ANDERSON

EXHIBIT 1

March 16, 2023

Attorneys at Law

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VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Twomagnets Inc. d/b/a Clipboard
c/o Registered Agents, Inc. AFSOP
1401 21st Street Suite R.
Sacramento, CA 95811

**Re: Rochell Minor's PAGA Claims against Twomagnets, Inc. d/b/a
Clipboard Health**

Dear California Labor and Workforce Development Agency and Twomagnets Inc. d/b/a
Clipboard:

Please be advised that Rochell Minor ("Claimant") has retained our firm,
GrahamHollis APC, to represent him for claims against his former employer
Twomagnets, Inc. d/b/a Clipboard Health ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce
Development Agency ("LWDA") and the Company of the alleged Labor Code violations
Claimant claims that the Company committed against him and all other non-exempt
employees, including workers misclassified as independent contractors, in California
during their employment. Claimant provides this notice in accordance with the Labor
Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.
Claimant desires to file a civil action to enforce his rights under the Labor Code and seek
compensation accordingly.

Pursuant to Labor Code section 2699(a), and by way of this letter, Claimant also
intends to represent all other current and former non-exempt employees, including
workers misclassified as independent contractors, who performed work for the Company
in California and who have suffered at least one of the wage and hour violations described
herein during their employment (the "Aggrieved Employees").

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

*Provisionally Licensed Lawyer

FACTUAL BACKGROUND

Twomagnets Inc. d/b/a Clipboard Health (“Clipboard”) is a staffing agency that places healthcare workers at various facilities across California. Clipboard is a corporation formed in Delaware that is authorized to do business in California. Claimant worked for Clipboard from approximately July of 2022 until November of 2022 as a nurse. Claimant typically worked seventeen (17) hour shifts for eleven (11) consecutive days, followed by three (3) days off. He typically worked both the “AM Shift” which went from 6:00 a.m. to 2:30 p.m. followed by the “PM Shift” which went from 2:30 p.m. to 11 p.m. Claimant was paid an hourly wage of \$38.00 per hour and \$43.00 per hour as the COVID-19 rate on a bi-weekly basis. Claimant’s job duties include tending to patients and ensuring their safety, among other things.

During his tenure with the Company, Claimant was regularly assigned to work at various facilities throughout California, including Rock Creek Care Center, Oakland Post Acute, Crystal Ridge Post Acute, Placer County Post Acute, and Kit Carson Post Acute.

Claimant alleges that the Company willfully misclassified him and Aggrieved Employees as an independent contractor in violation of California law. As a direct result of the Company’s scheme of purposefully misclassifying Claimant and Aggrieved Employees, the Company deprived them of the rights, benefit protections, and benefits afforded to non-exempt employees under the Labor Code and the applicable IWC Wage Order. Specifically, the Company failed to timely pay all minimum, regular, overtime and double time wages; failed to provide legally compliant meal and rest periods and/or timely pay premium wages; failed to indemnify all necessary business expenditures; failed to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed to furnish accurate itemized wage statements; and failed to maintain accurate employment records.

Claimant alleges that the Company has a policy, practice, procedure, and/or guideline of willfully misclassifying Aggrieved Employees, including Claimant, as independent contractors despite failing to meet all three elements of the “ABC” test codified by Labor Code § 2775. The Company exercised control and direction over the performance of Aggrieved Employees’, including Claimant’s, work. For instance, the Company, had the right to discipline or terminate Aggrieved Employees, require them to work on their clients’ premises, required them to obtain approval prior to taking time off work, supervised and evaluated their work performance, and their clients set the work schedule of Aggrieved Employees. The Company also supplied most of the instrumentalities, tools, and place for Aggrieved Employees to do their work. Thus, Aggrieved Employees were not free from the control and direction of the Company in connection with their work performance. The Company required Aggrieved Employees to perform work that was within their usual course of business, as, the Company is a staffing agency that assigns medical professionals such as the Aggrieved Employees to facilities. Finally, the Aggrieved Employees did not engage in an independently established business, trade or occupation of the same nature as that involved in the work performed. Thus, there is a clear employer-employee relationship between the Company and Aggrieved Employees, and the Company’s practice of classifying Aggrieved Employees as independent contractors is in violation of California law.

Claimant contends that the Company failed to timely pay Aggrieved Employees, including himself, all minimum, regular, overtime and double time wages for all time actually worked or spent under the control of the Company. At all relevant times, the Company has a policy, practice, procedure and/or

guideline that requires employees to work off-the-clock. For example, the Company requires employees to report to the time clock approximately fifteen (15) to twenty (20) minutes prior to the start of their shifts to complete a COVID-19 screening, but does not pay them for this time. Even where the screening did not take the full 15-20 minutes, Claimant would begin work before the start of his scheduled shift and was not paid for this time. Furthermore, Claimant was required to complete a COVID-19 screening after the end of every shift which took approximately fifteen (15) minutes. Claimant was not paid for this time. In addition, Claimant was never able to take an uninterrupted meal break because he was constantly interrupted by his co-workers and supervisors over his walkie-talkie. Despite this, the Company automatically deducted thirty (30) minutes from his daily hours. Thus, Claimant and Aggrieved Employees work before and after their designated hours and during their meal breaks, however, the Company does not provide remuneration for these hours worked. Furthermore, due to the Company's misclassification of Claimant and Aggrieved Employees as independent contractors, they were not paid at the correct overtime or double time rates. Claimant was never paid any double time wages despite regularly working over twelve (12) hours per day and/or over 8 (8) hours on the seventh consecutive day of work in a workweek. As a result, the Company did not properly compensate Claimant and, on information and belief, other Aggrieved Employees, all minimum, regular, and overtime hours for all time during which they are subject to the control of the Company, in violation of California law.

Claimant alleges that the Company did not provide him and other Aggrieved Employees with the opportunity to take 30-minute, off-duty, uninterrupted meal periods that were free from the employer's control. As set forth above, the Company maintains a policy of automatically deducting thirty (30) minutes from employee's time records for meal breaks, despite the fact that Claimant and other Aggrieved Employees are often required to work during their meal breaks or do not receive a meal period at all. Claimant further alleges that the Company does not provide him and other Aggrieved Employees with the opportunity to take a second 30-minute, off-duty, uninterrupted meal period that is free from the employer's control when they work more than ten (10) hours in a day. For example, Claimant and other Aggrieved employees frequently work shifts that are twelve (12) or more hours in length, but the Company does not provide a second meal break for these shifts.

Claimant further asserts that he and, on information and belief, other Aggrieved Employees did not sign a valid on-duty meal period agreement at any point during their employment, nor did they properly waive any of their meal periods.

Claimant also alleges that he and other Aggrieved Employees were not authorized or permitted by the Company to take an off-duty, uninterrupted, 10-minute rest period for every four (4) hours worked or major fraction thereof. Because Claimant and Aggrieved Employees are not allowed to leave patients unattended, they are frequently denied rest breaks when there is insufficient staffing to relieve them from their duties in order to take a rest break. Furthermore, since Claimant was required to keep a walkie-talkie on him at all times, he was constantly interrupted by co-workers and supervisors on the occasions when he was able to take a rest break. Thus, Claimant contends that he and other Aggrieved Employees were not provided with legally compliant rest breaks.

Although Claimant and other Aggrieved Employees did not receive legally compliant meal and/or rest periods, Claimant and other Aggrieved Employees did not receive premium wages equivalent to an

additional hour of pay at their regular rate of pay for each day they were not provided compliant meal and/or rest periods.

Claimant contends that the Company did not compensate him and other Aggrieved Employees for necessary business expenses. For example, Claimant and, on information and belief, other Aggrieved Employees were required to use their personal cell phones to clock in and out by using the Clipboard mobile application. Due to the cellular provider that Claimant used, he had to pay an additional monthly fee to access the application to clock in and out and view his job assignments. Furthermore, Claimant was required to travel to various facilities throughout California but was not reimbursed for mileage or lodging. To this day, the Company has not reimbursed Claimant and other Aggrieved Employees for these necessary business expenses.

Claimant further alleges, based on information and belief, that the Company has a policy, practice, procedure, and/or guideline of failing to timely pay former Aggrieved Employees all wages due and owing upon separation of employment, including minimum, regular, overtime, and double time wages for all hours worked, as well as meal and rest premium wages, in part due to the aforementioned Labor Code violations. Claimant further contends, based on information and belief, that former Aggrieved Employees have not been paid any waiting time penalties for the late payment of wages, as required by California law.

Claimant also alleges that due to the Company's misclassification of him as an independent contractor, the Company did not issue wage statements that reflect, among other things, the correct total hours worked by the employees, the correct amount of gross and/or net wages earned, all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required by the Labor Code.

As a direct result of the Company's illegal policies, practices, procedures, and/or guidelines, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and other Aggrieved Employee's actual time worked, the beginning and end of each meal period, and actual wages earned and paid, among other things, in violation of California law.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR

(Labor Code §§ 226.8, 2775, and 3353)

Pursuant to Labor Code § 226.8(a), it is unlawful for an employer to willfully misclassify an individual as an independent contractor. Moreover, Labor Code § 226.8(b) prohibits employers from "[c]harging an individual who has been willfully misclassified as an independent contractor a fee, or making

any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment..."

Where an employer has engaged in, or is engaging in, a pattern or practice of willfully misclassifying individuals as independent contractors, Labor Code § 226.8(c) imposes on the employer a civil penalty of no less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000), in addition to any other legally permitted penalties.

Labor Code § 2775 codifies the "ABC" test set forth in *Dynamex Operations W. Inc. v. Superior Court* (2018) 4 Cal.5th 903 to determine whether an individual is an employee or an independent contractor for purposes of the Labor Code and the IWC Wage Orders. Specifically, Labor Code § 2775 provides that, "a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor," unless the hiring entity establishes that all of the following three conditions are satisfied:

- (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- (B) The person performs work that is outside the usual course of the hiring entity's business.
- (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

Labor Code § 3353 further defines "independent contractor" to mean "any person who renders service for a specified recompense for a specified result, under the control of his principal as to the result of his work only and not as to the means by which such result is accomplished."

As set forth above, the Company has a policy, practice, procedure, and/or guideline of willfully misclassifying Claimant and other Aggrieved Employees as independent contractors. Claimant and other Aggrieved Employees are employees for purposes of the Labor Code and the applicable IWC Wage Order because the Companies, individually and/or collectively, retain control and direction over the performance of Aggrieved Employees' work by controlling their work schedules and performance. The Company did not permit Aggrieved Employees to use independent judgment. Aggrieved Employees also performed work that is within the usual course of the Company's business. Aggrieved Employees are also not independently engaged in nursing outside of their work with the Company. The Company is subject to a civil penalty of at least \$10,000, and up to \$25,000, for each violation of Labor Code § 226.8. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

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**FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, OVERTIME AND DOUBLE TIME
WAGES**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order)

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay “less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise”].)

The “Minimum Wages” section of IWC Wage Order No. 1-2001 further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Hours worked “means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” (8 Cal. Code Regs. § 11010, subd. 2(G); see also *Clark v. QG Printing II, LLC*, No. 118CV00899AWIEPG (E.D. Cal. Sept. 18, 2020) 2020 WL 5604290, at *18) [finding off-the-clock work where the company maintained a policy that required employees to arrive early and watch a scrolling monitor prior to clocking in].)

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and

one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The “Hours and Days of Work” and “Minimum Wages” sections of IWC Wage Order No. 1-5001 mandates the same requirements as Labor Code § 510. Under California law, an employee may not waive his or his right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 provides that, “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to timely pay all minimum, regular, overtime, and double time wages to Claimant and other Aggrieved Employees for all time engaged in work on behalf of the Company. Specifically, the Company failed to pay for hours worked while off-the-clock, including time spent undergoing COVID-19 checks before and after their shifts and time spent working during meal

periods. Additionally, the Company failed to timely pay all overtime and double time wages to Claimant and other Aggrieved Employees for off-the-clock work in excess of eight (8) hours per day and/or forty (40) hours per week. Finally, due to its policy of misclassifying Claimant and Aggrieved Employees as independent contractors, the Company failed to timely pay all overtime and double time wages to Claimant and other Aggrieved Employees for work in excess of eight (8) hours per day and/or forty (40) hours per week. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO PROVIDE MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES
(Labor Code §§ 204, 226.7, 512, and the “Meal Periods” section of the applicable IWC Wage Order)

Section 512(a) of the Labor Code provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (Emphasis added.)

In pertinent part, the “Meal Periods” section of the applicable IWC Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

A meal period generally complies with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at p. 1040 [internal citations omitted]; see also *Kaanaana v. Barrett Bus. Servs., Inc.* (2018) 29 Cal.App.5th 778, 785, 240, aff’d, (2021) 11 Cal. 5th 158, 483 [the company’s formal policy was undermined when the company maintained a practice that required belt sorters to return to their stations three to five minutes before the end of their 30-minute meal break].)

Pursuant to Labor Code § 226.7:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

As set forth above, the Company failed to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work and/or a second off-duty 30-minute meal period when they worked in excess of ten (10) hours in a workday. Consequently, Claimant and Aggrieved Employees are entitled to receive one (1) hour of premium wages for each day a compliant meal period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES**

(Labor Code §§ 204, 226.7, and the “Rest Periods” section of the applicable IWC Wage Order)

The “Rest Periods” section of IWC Wage Order No. 1-2001 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be

authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

In pertinent part, Labor Code § 226.7 provides:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at pp. 1103-1114.)

As discussed herein, the Company failed to authorize and permit Aggrieved Employees, including Claimant, to take off-duty, uninterrupted 10-minute rest periods for every four (4) hours worked or major fraction thereof. Therefore, Claimant and other Aggrieved Employees are entitled to receive one (1) hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

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FAILURE TO INDEMNIFY ALL NECESSARY EXPENDITURES

(Labor Code § 2802 and the “Uniforms and Equipment” section of the applicable IWC Wage Order)

Labor Code § 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code § 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that the Company pay interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

The “Uniforms and Equipment” section of the applicable IWC Wage Order states:

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

As set forth, the Company required Claimant and other Aggrieved Employees to use their personal cell phones in the discharge of their duties. Nevertheless, the Company failed to indemnify Claimant and Aggrieved Employees for the necessary business expenses they incurred. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES

(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours

previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Meal and rest period premiums constitute wages due and owing and thus must be factored into potential waiting time penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

As discussed herein, the Company did not timely pay former Aggrieved Employees all minimum, regular, overtime, and double time wages, as well as meal and/or rest period premium wages, within the required time upon separation of employment. On information and belief, the Company also did not pay former Aggrieved Employees the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of all Aggrieved Employees to the extent permitted by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and the “Records” section of the applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or his employees, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or his social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee.

Meal and rest period premiums must also be included on an employee’s itemized wage statement. (*Naranjo v. Spectrum Security Services, Inc.*, *supra*, 13 Cal.5th at p. 93.) Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Labor Code § 226(h) further states, "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As set forth above, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the Company did not issue wage statements due to its policy of misclassifying Claimant and Aggrieved Employees. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 226, 1174, 1174.5, and the "Records" section of the applicable IWC Wage Order)

Labor Code § 1174(c) requires every employer to "keep a record showing the names and addresses of all employees employed..."

Labor Code § 1174(d) further requires every person employing labor in California to:

[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

An employer is further obligated under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The "Records" section of the applicable IWC Wage Order also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

As set forth above, the Company violated its record keeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND THE IWC WAGE ORDERS

(Labor Code §§ 210, 226.3, 226.8(c), 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Where an employer has engaged in or is engaging in a pattern or practice of willfully misclassifying individuals as independent contractors, Labor Code § 226.8(c) imposes on the employer a civil penalty of not less than ten thousand (\$10,000) and not more than twenty-five thousand dollars (\$25,000), in addition to any other penalties permitted by law.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1 (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each

subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

Labor Code § 558.1(a) further states that,

“[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 6400, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by, among other things, failing to timely pay all minimum, regular, and/or overtime -wages; failing to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failing to properly reimburse employees for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; and failing to maintain accurate records. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to those stated herein, for the Company's violations on behalf of himself and all Aggrieved Employees to the extent allowed by law.

ATTORNEYS FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*)

Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided by PAGA, on behalf of himself and all Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and the applicable IWC Wage Order thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered. Claimant will be seeking penalties at the subsequent violation rate in light of the fact that the Company was on notice of its misclassification of workers, as a result of the lawsuit *Lawson v. Twomagnets, Inc. et al.*

Accordingly, if the LWDA declines to intervene or act within time prescribed by PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Aggrieved Employees, as permitted by PAGA.

California Labor and Workforce Development Agency
Twomagnets, Inc. d/b/a Clipboard Health
March 16, 2023
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Respectfully,

A handwritten signature in black ink that reads "Nora Steinhagen". The signature is written in a cursive, flowing style.

Nora Steinhagen

EXHIBIT 2

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 Graham Hollis, A.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:

- *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.

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.
- *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.*, is an ongoing case which has been certified as a class action by Judge Johnson.
- *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.
- *Digiacomio 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.

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 5,791class members, and Judge David Cohn awarded 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.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 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.
- *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.
- *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.