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

ERIK HUFFMAN, NAJUAH MUDAHY,
INA ROSSON, JOANNE RODELLE
LAWHORN and MANUAL JOSEPH
ORTEGON, individuals, on behalf of
themselves and on behalf of all persons
similarly situated and on behalf of the State of
California, as private attorney general,
Plaintiffs,

vs.

CENTENE MANAGEMENT COMPANY
LLC, a Limited Liability Company;
HEALTH NET, LLC, a Limited Liability
Company and DOES 1 through 50, inclusive,
Defendants.

CASE No. 34-2022-00322629-CU-OE-GDS

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

Hearing Date: September 5, 2025

Hearing Time: 9:00 a.m.

Reservation ID: A-322629-002

*[Hearing scheduled by Orders dated March 14,
2025 and June 24, 2025]*

Judge: Hon. Lauri A. Damrell

Dept: 22

Date Filed: June 29, 2022

Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne Rodelle
4 Lawhorn and Manuel Joseph Ortegon ("Plaintiffs") in this matter. As such, I am fully familiar with the
5 facts, pleadings and history of this matter. The following facts are within my own personal knowledge,
6 and if called as a witness, I could testify competently to the matters stated herein. This declaration is
7 being submitted in support to the Plaintiffs' motion for final approval of the class settlement, including
8 attorneys' fees, costs and service award. I attest that I have reviewed the Court's Checklist for Approval
9 of Class Action and/or Private Attorneys General Act ("PAGA") Settlements and that the briefing related
10 to the Motion for Final Approval complies with the checklist as required by Local Rule 2.99.05.

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

1 3. Summary of the Proposed Settlement.

2 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement
3 ("Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Centene
4 Management Company LLC and Health Net, LLC ("Defendants") reached a full and final settlement
5 of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court.
6 As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is Three
7 Million Six Hundred Fifty Thousand Dollars (\$3,650,000) (the "Gross Settlement Amount") (Agreement
8 at ¶ 1.22.) As the result of the escalator provision in paragraph 9 of the Agreement, there is an increase
9 of \$376,718.62 resulting in an increased Gross Settlement Amount of \$4,026,718.62. See Declaration
10 of Madely Nava, to be filed before the hearing. Under the Settlement, the Gross Settlement Amount
11 consists of the following elements: (1) payment of the Individual Class Payments to the Participating
12 Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
13 Administration Expenses Payment; (4) the Class Representative Service Payments to Plaintiffs; and (5)
14 the PAGA Penalties. (Agreement at ¶ 1.22.) The following is a table of the key financial terms of the
15 Settlement and the proposed deductions:

16 **\$4,026,718.62** (Gross Settlement Amount of \$3,650,000 plus \$376,718.62)
17 - \$50,000 (Plaintiffs' proposed service awards - not to exceed amount)
18 - \$55,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
19 - \$1,342,239.54 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
20 - \$75,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
21 - \$29,490 (Administration Expenses Payment)
22 **\$2,474,989.08** (Net Settlement Amount)

23 (b) The Gross Settlement Amount does not include Defendants' share of payroll
24 taxes. (Agreement at ¶ 1.22.) The Gross Settlement Amount shall be all-in with no reversion to
25 Defendants. *Id.*

26 (c) Defendants shall fund the Gross Settlement Amount and the amount necessary to pay
27 payroll taxes thereon no later than 14 days after the Effective Date. (Agreement at ¶ 4.3.) The
28 distribution of Individual Class Payments to Participating Class Members will be made within 14 days
after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service

1 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
2 Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class
3 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
4 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
5 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
6 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
7 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendants' records,
8 however, Class Members will have the right to challenge the number of Workweeks.

9 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
10 the Court by mailing the notice packets after updating class members' addresses using the National
11 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
12 notices to any forwarding address provided or updated address located. See Declaration of Madely Nava.
13 Class Members were permitted to exclude themselves or "opt out" if they did not want to participate in
14 the settlement. (Agreement at ¶ 8.5, Ex. A.) Significantly, there have been no objections and only three
15 (3) requests to opt-out. As such, nearly the entire Class (99.9 %) will participate in the Settlement and
16 will be sent a settlement check. The final administration details will be set forth in the forthcoming
17 Declaration of Madely Nava to be filed before the hearing. All Aggrieved Employees will be paid their
18 allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims
19 regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice
20 advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
21 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

22 (f) Participating Class Members must cash their Individual Class Payment check within 180 days
23 after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be
24 voided and any funds represented by such checks sent to the California Controller's Unclaimed Property
25 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
26 of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

27 (g) Apex Class Action, LLC was appointed by the Court as the Administrator for the Settlement.
28 (Agreement at ¶ 1.2.) From the Gross Settlement Amount, the Administrator will be paid for settlement

1 administration in an amount not to exceed \$30,000 (*id.*), which increased from the original estimate of
2 \$27,000 due to the increase in workweeks that triggered the escalator clause in paragraph 9 of the
3 Agreement. The Administration Expenses Payment, including fees and costs incurred to-date, as well
4 as anticipated fees and costs for completion of the settlement administration, are set forth in the
5 Declaration of Madely Nava.

6 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
7 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
8 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
9 Counsel Litigation Expenses Payment in an amount not to exceed \$55,000. (Agreement at ¶ 3.2(b).)
10 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the
11 Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this
12 separate motion for attorneys' fees, reimbursement of expenses and service award, Class Counsel is
13 providing evidentiary support, for these requests, including lodestar.

14 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
15 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
16 Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$75,000. (Agreement at ¶¶ 1.33 and 3.2(d).)
17 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
18 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
19 of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the
20 Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶
21 3.2(d).) As set forth in the accompanying proof of service and in the Decl. Nordrehaug, the LWDA has
22 been served with this motion and the Agreement..

23 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
24 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
25 settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 4.) In sum, the
26 Settlement valued at \$4,026,718.62 is an excellent result for the Class. This result is particularly
27 favorable in light of the fact that liability and class certification in this case were far from certain in light
28 of the defenses asserted by Defendants. Given the complexities of this case, the defenses asserted, the

1 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
2 settlement is fair, reasonable and adequate, and should be finally approved.

3
4 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
5 dated March 14, 2025 (“Preliminary Approval Order”), the approved Class Notice has been disseminated
6 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 9,
7 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
8 each class member with the terms of the Settlement, including notice of the claims at issue and the
9 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
10 sought, how individual settlement awards would be calculated, and the specific, estimated payment
11 amount to that individual. In disseminating the notice, the Administrator followed the notice procedures
12 authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections
13 and only three (3) requests to opt-out. As such, nearly the entire Class (99.9%) will participate in the
14 Settlement and will be sent a settlement check. The final details will be set forth in the forthcoming
15 Declaration of Madely Nava.

16
17 5. Description of Plaintiffs’ claims - The Action generally alleges that Plaintiffs and other
18 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,
19 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were
20 not timely paid earned wages, were not provided reimbursement for required expenses, were not provided
21 accurate itemized wage statements, were not paid all sick pay at the correct rate, and were not paid all
22 wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs,
23 and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members
24 by virtue of the foregoing claims.

25
26 6. Procedural History of the Litigation

27 (a) **The PAGA Notices**

28 (i) On April 1, 2022, Plaintiff Huffman filed with the LWDA and served on

1 Defendants a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
2 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

3 (ii) On November 29, 2022, Plaintiff Mudahy filed with the LWDA and served on
4 Defendants a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
5 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

6 (iii) On May 9, 2023, Plaintiff Rosson filed with the LWDA and served on Defendants
7 a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
8 penalties on behalf of Aggrieved Employees for various Labor Code violations.

9 (iv) On February 3, 2023, Plaintiff Lawhorn filed with the LWDA and served on
10 Defendants a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
11 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

12 **(b) The Action/Complaints**

13 (i) On June 29, 2022, Plaintiff Huffman commenced this Action by filing a Class
14 Action Complaint against Defendant Centene Management Company, LLC in the Superior Court of the
15 State of California, County of Sacramento (the "Huffman Class Action"). Plaintiff Huffman's Class
16 Action Complaint asserted claims for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§
17 17200, *et seq.*; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197,
18 and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 &
19 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5)
20 failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to
21 provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to to
22 reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to
23 provide wages when due in violation of California Labor Code §§ 201, 202 and 203 and, (9) failure to
24 pay sick wages in violation of California Labor Code §§ 201-204, 233, 246.¹

25
26 ¹ In the complaint, Plaintiff Huffman also alleged individual (non-class) claims against Defendants
27 for discrimination, retaliation and harrassment as alleged in the Tenth and Eleventh Causes of Action.
28 As disclosed in paragraph 6.1(a) of the Agreement, Plaintiff Huffman reached a separate settlement of
these individual claims. The consideration given for the dismissal of the separate claims for
discrimination, retaliation and harrassment is unrelated to and separate from the settlement of her

1 (ii) On June 29, 2022, Plaintiff Huffman filed a separate Representative Action
2 Complaint against Defendant Centene Management Company, LLC in the Superior Court of the State
3 of California, County of Sacramento (the "Huffman PAGA Action"). Plaintiff Huffman's Representative
4 Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor
5 Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 202, 203, 204, *et seq.*, 210, 221, 226(a),
6 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
7 Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s).

8 (iii) On November 29, 2022 Plaintiff Mudahy filed a Class Action Complaint against
9 Defendants in the Superior Court of the State of California, County of Los Angeles (the "Mudahy Class
10 Action"), which was later removed to the Central District of California. Plaintiff Mudahy's Class Action
11 Complaint asserted claims for: (a) Failure to pay wages for all hours worked at minimum wage in
12 violation of Labor Code sections 1194 and 1197; (b) Failure to pay overtime wages for overtime worked
13 in violation of Labor Code sections 510 and 1194; (c) Failure to indemnify employees for
14 employment-related losses/expenditures in violation of Labor Code section 2802; (d) Failure to timely
15 pay earned wages during employment in violation of Labor Code section 204; (e) Failure to provide
16 complete and accurate wage statements in violation of Labor Code section 226; (f) Failure to timely pay
17 all earned wages and final paychecks due at time of separation of employment in violation of Labor Code
18 sections 201, 202, and 203; and, (g) Violation of California Business and Professions Code § 17200, *et*
19 *seq.*

20 (iv) On February 3, 2023, Plaintiff Mudahy filed a separate Representative Action
21 Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles
22 (the "Mudahy PAGA Action"). Plaintiff Mudahy's Representative Action Complaint asserted one cause
23 of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations
24 of Labor Code §§ 201, 202, 203, 204, 226, 510, 1194, 1197, 2802, and Sections 14 and 15 of the

25 _____
26 Class claims and PAGA claims and is based on separate facts and claims. Plaintiffs Mudahy and
27 Rosson had claims against Defendants other than the Class claims and PAGA claims. The
28 consideration given for the settlement of the Individual Claims of Huffman, Mudahy, and Rossonis
unrelated to and separate from the settlement of their Class claims and PAGA claims and is based on
separate facts and claims

1 applicable Wage Orders.

2 (v) On May 9, 2023, Plaintiff Rosson filed a Class Action Complaint against
3 Defendants in the Superior Court of the State of California, County of Sacramento (the "Rosson Class
4 Action"). Plaintiff Rosson's Class Action Complaint asserted claims for: (a) Failure to pay wages for all
5 hours worked at minimum wage in violation of Labor Code sections 1194 and 1197; (b) Failure to pay
6 overtime wages for overtime worked in violation of Labor Code sections 510 and 1194; (c) Failure to
7 authorize or permit meal periods in violation of Labor Code sections 512 and 226.7; (d) Failure to pay
8 wages for accrued paid sick days at the regular rate of pay in violation of Labor Code section 246; (e)
9 Failure to provide complete and accurate wage statements in violation of Labor Code section 226; and,
10 (f) Violation of California Business and Professions Code § 17200 et seq.

11 (vi) On September 6 2023, Plaintiff Rosson filed a separate Representative Action
12 Complaint against Defendants in the Superior Court of the State of California, County of Sacramento (the
13 "Rosson PAGA Action"). Plaintiff Rosson's Representative Action Complaint asserted one cause of
14 action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of
15 Labor Code §§ 204, 226, 226.7, 246, 510, 512, 1194, 1197, and the applicable Wage Orders.

16 (vii) On February 8, 2023, Plaintiff Lawhorn filed a Class Action Complaint against
17 Defendant Centene Management Company, LLC in the Superior Court of the State of California, County
18 of Sacramento (the "Lawhorn Action"). Plaintiff Lawhorn's Class Action Complaint asserted claims for:
19 (a) Failure to pay lawful wages including overtime; (b) Failure to provide lawful meal periods or
20 compensation in lieu thereof; (c) Failure to pay employee expenses; (d) Failure to timely pay wages
21 during employment; (e) Failure to timely pay wages at termination; (f) Failure to provide accurate,
22 itemized wage statements; and (g) Violation of California's Unfair Competition Law. On April 11, 2023,
23 Plaintiff Lawhorn filed a First Amended Complaint asserting an additional cause of action against
24 Defendant Centene Management Company, LLC for Civil Penalties Pursuant to Labor Code §§ 2699,
25 *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 1194, 1197,
26 1197.5, 1199, and the applicable Wage Orders.

27 (c) As part of the Settlement, the Parties stipulated to the filing of a First Amended
28 Consolidated Class and Representative Action Complaint in the Huffman Class Action that adds the

1 claims, allegations, and parties originally in the Huffman PAGA Action, Mudahy Class Action, Mudahy
2 PAGA Action, Rosson Class Action, Rosson PAGA Action, and Lawhorn Action, and adds Manual
3 Joseph Ortegon as an additional named plaintiff and class representative. The First Amended
4 Consolidated Class and Representative Action Complaint was filed on August 1, 2024 and is the
5 operative complaint in the Action (the "Operative Complaint")

6 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
7 including law and motion, both formal and informal discovery, and the production of thousands of pages
8 of documents, class data, and other information, allowing for the full and complete analysis of liabilities
9 and defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included:
10 (1) data concerning the class; (2) payroll data and time punch data for the class covering 3,957
11 employees, 354,169 workweeks, and 1,602,872 shifts; (3) Defendants' wage and hour policies; (4) the
12 employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendants. As
13 such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs'
14 expert to prepare the valuations of the claims for the Class.

15 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
16 California. The Parties have vigorously litigated the Action since inception. During the course of
17 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
18 Defendants have engaged in significant research and investigation in connection with the Action.
19 Plaintiffs obtained both formal and informal discovery and the production of relevant documents and data
20 from the Defendants. Class Counsel has thoroughly analyzed the value of the claims during the
21 prosecution of this Action and utilized an expert to perform an analysis of the data and valuation of the
22 claims.

23 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation.
24 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
25 information in connection with the Action. On April 30, 2024, the Parties participated in an all-day
26 mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and
27 class actions. Following the mediation, each side, represented by its respective counsel, were able to
28 agree to settle the Actions based upon a mediator's proposal which was memorialized in a memorandum

1 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the
2 Agreement. At all times, the negotiations were arm's length and contentious.

3 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of
4 any kind associated with the claims alleged in the Action and further deny that, for any purpose other
5 than settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
6 among other things, that they have complied at all times with the California Labor Code, applicable Wage
7 Order, and all other laws and regulations. Further, Defendants contend that class certification is
8 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated
9 California wage and hour laws. Plaintiffs further contend that the Actions are appropriate for class
10 certification on the basis that the claims meet the requisites for class certification. Without admitting that
11 class certification is proper, Defendants has stipulated that the above Class may be certified for settlement
12 purposes only. (Agreement at ¶ 2.11). The Parties agree that certification for settlement purposes is not
13 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
14 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
15 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
16 with respect to the Class are satisfied.

17 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
18 discovery was obtained, which included the production of hundreds of pages of documents. Class
19 Counsel engaged in a thorough review and analysis of the relevant documents and data with the
20 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
21 sufficient information to make an informed judgment regarding the likelihood of success on the merits
22 and the results that could be obtained through further litigation. In addition, Class Counsel previously
23 negotiated settlements with other employers in actions involving nearly identical issues and analogous
24 defenses. Based on the foregoing data and their own independent investigation, evaluation and
25 experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the
26 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
27 facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and
28 potential appellate issues.

1
2 7. History of Settlement Discussions

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

9 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a
10 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
11 preparation for the mediation, Defendants provided to Plaintiffs and Class Counsel payroll and
12 employment data and other information regarding the Class Members, various internal documents, and
13 other compensation and employment-related materials. Class Counsel analyzed the data with the
14 assistance of damages expert Berger Consulting. Both Plaintiffs and Defendants prepared and submitted
15 mediation briefs to the mediator. Following this all-day mediation, the Parties agreed to this Settlement
16 based upon a mediator's proposal. The final settlement terms were negotiated and set forth in the
17 Agreement now presented for this Court's approval.

18 (c) From May 2024 to November of 2024, the original settlement agreement and exhibits
19 thereto were finalized and executed. On March 14, 2025, the Court entered the Order granting
20 preliminary approval of the settlement as fair and reasonable to the Class. Subsequently, the Parties filed
21 a stipulation to continue the final approval hearing from August 1, 2025 to September 5, 2025, which the
22 Court granted on June 24, 2025. .

23 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate.
24 In my judgment as experienced Class Counsel, this Settlement should be finally approved.
25

26 8. The outcome of this case would have been uncertain and fraught with risks.

27 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims
28 of the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied

1 with all applicable Labor laws. Defendants argued that Class Members were paid for all time worked and
2 that all work time was properly recorded. Defendants contend that their meal and rest period policies
3 fully complied with California law and Defendants did not fail to provide the opportunity for legally
4 required meal and rest breaks. Defendants could argue that their payment of significant meal period
5 premiums is evidence of lawful practices. Defendants contend that there was no failure to pay for
6 business expenses and any cell phone usage was merely convenient and voluntary such that
7 reimbursement was not legally required. Defendants could argue that the Supreme Court decision in
8 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and
9 class certifiability as to the meal and rest period claims. Defendants also argue that based on their
10 facially lawful practices, Defendants acted in good faith and without willfulness, which if accepted would
11 negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v.*
12 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good
13 faith believed it was providing a complete and accurate wage statement in compliance with the
14 requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage
15 statement law.") Defendants' defenses could eliminate or substantially reduce any recovery to the Class.
16 While Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have
17 merit and therefore present a serious risk to recovery by the Class.

18 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be
19 unable to obtain a certified class and maintain the certified class through trial, and thereby not recover
20 on behalf of any employees other than themselves. At the time of the mediation, Defendants forcefully
21 opposed the propriety of class certification, arguing that individual issues precluded class certification.
22 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*,
23 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the
24 class has been certified. While other cases have approved class certification in wage and hour claims,
25 class certification in this action was hotly disputed and the maintenance of a certified class through trial
26 was by no means a foregone conclusion.

27 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further
28 litigation cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the

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

14 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants'
15 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
16 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
17 favorably to the value of the claims. Based upon the 5,094 Participating Class Members who collectively
18 worked 521,267 Workweeks, which were the estimated class figures at mediation, the Gross Settlement
19 Amount provides a value of \$790 per Class Member and \$7.72 per Workweek and after deductions, the
20 Net Settlement Amount provides an average recovery of \$485.86 per Class Member and a recovery of
21 \$4.74 per Workweek. The calculations to compensate for the amount due to the Class Members at the
22 time the Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance
23 of mediation. Class Counsel analyzed the data for putative class members and determined the potential
24 maximum damages for the class claims. For the Class, the maximum potential damages were calculated
25 to be \$9,678,530 for the alleged unpaid wages due to off-the-clock work at 30 minutes per week,
26 \$228,710 for alleged underpaid overtime wages due to the miscalculation of the regular rate, \$691,880
27 for the alleged underpaid meal premiums and sick pay wages due to the miscalculation of the regular rate,
28 \$152,938 for alleged meal period damages based upon a 11.7% potential violation rate for shifts observed

1 in the time records and after deducting the meal premiums (\$6,503,366) actually paid by Defendants, and
2 \$3,243,375 for alleged rest period damages based upon one unpaid violation per month, \$516,990 for
3 alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the
4 total damage valuation was calculated that Defendants were subject to a maximum damage claim in the
5 amount of \$14,512,423. As to potential penalties, Plaintiffs calculated that potential waiting time
6 penalties were a maximum range of between \$5,851,549 and \$16,976,543, depending on the predicate
7 violation, and potential maximum wage statement penalties were \$13,970,500.² Defendants vigorously
8 disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount
9 represented more than 25% of the maximum value of the alleged damages at issue in this case at the time
10 this Settlement was negotiated.³ Importantly, the recent decision that good faith belief of compliance by
11 the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
12 negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class.
13 The above maximum calculations should then be adjusted in consideration for both the risk of class
14 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
15 settlement as compared to the potential value of claims in this case and the defenses asserted by
16 Defendants, this settlement is fair and reasonable.⁴ Clearly, the goal of this litigation has been met.

18 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code §§ 203 and 226,
19 these claims were subject to additional, separate defenses asserted by Defendants, including, a good
20 faith dispute defense as to whether any premium wages for meal or rest periods or other wages were
21 owed given Defendants' position that Class Members were properly compensated. *See Nordstrom*
Commission Cases, 186 Cal.App.4th 576, 584 (2010) ("There is no willful failure to pay wages if the
employer and employee have a good faith dispute as to whether and when the wages were due.").

22 ³ Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included the
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

24 ⁴ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"; *Stovall-Gusman*
v. W.W. Granger, Inc., 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
26 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
27 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D.
28 Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value);
Ma v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class
action settlement worth "somewhere between 9% and 18%" of full verdict value).

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
2 significant recovery, particularly when viewed in light of the fact that the Defendants asserted serious
3 and substantial defenses both to liability and to class certification. The maximum and average class
4 member allocation (in addition to their Individual PAGA Payment) will be set forth in the forthcoming
5 Declaration of Madely Nava. Given the complexities of this case, the defenses, along with the
6 uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should
7 be finally approved.

8 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs
9 would prevail against the Defendants' factual and legal defenses. While Plaintiffs and Class Counsel
10 believe in the merits of the claims, Defendants have asserted real and substantial defenses to these claims
11 and to class certification. Settlement in this case clearly benefits the Class when measuring the strengths
12 of Plaintiffs' case and the risk of establishing class wide liability and damages.

13 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

14 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And
15 Should Be Enforced

16 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
17 fund settlement to be paid by Defendants to the Class in the amount of Three Million Six Hundred Fifty
18 Thousand Dollars (\$3,650,000) (Agreement at ¶ 1.22), which increased by \$376,718.62 to Four Million
19 Twenty Six Thousand Seven Hundred Eighteen Dollars and Sixty Two Cents (\$4,026,718.62) pursuant
20 to the escalator clause in paragraph 9 of the Agreement, as explained in the Declaration of Madely Nava.
21 As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the
22 Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion,
23 Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to
24 one-third of the Gross Settlement Amount.

25 (b) In the class action context, that means "attempting to award the fee that informed private
26 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
27 between experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-
28 third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for

1 fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees
2 in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
3 market value of the award requested.

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

7
8 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
9 Created for the Benefit of the Class

10 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-
11 third of the Gross Settlement Amount of \$4,026,718.62, which equals \$1,342,239.54 for attorneys' fees.
12 As part of the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable
13 litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$55,000.
14 Finally, Defendants also agreed that Plaintiffs can be awarded Class Representative Service Payments
15 in the amount of \$10,000 each, for a total of \$50,000, as their service awards under the Agreement.

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

21 (c) There is a substantial difference between the risk assumed by attorneys being paid by the
22 hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the
23 bank with his fee. The attorney working on a contingent basis can only log hours while working without
24 pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account
25 the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing.
26 In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this
27 contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial
28 burden of private enforcement makes the requested award appropriate. This case was litigated on a

1 contingent basis for over two years, with all of the risk factors inherent in such an uncertain undertaking.
2 Indeed, I am aware of other similar cases where the court dismissed the class allegations or denied class
3 certification. Under such circumstances, courts have held that a risk multiplier must be applied to the fee
4 award.

5 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
6 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
7 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
8 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
9 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
10 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
11 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
12 multiplier approved in other cases.

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

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

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

28 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type

1 of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
2 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
3 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
4 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
5 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
6 Counsel advanced more than \$37,000 in costs which could not have been recovered if this case had been
7 lost, and some of which will not be recovered due to the cap on costs in the Settlement. Plaintiffs also
8 undertook the risk of liability for Defendants' costs had this case not succeeded, as well as other potential
9 negative financial ramifications from having sued Defendants on behalf of the Class. Accordingly, the
10 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs also support the
11 requested awards.

12 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
13 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
14 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$1,342,239.54
15 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
16 **records for Class Counsel evidence that through August 18, 2025, Class Counsel's combined total**
17 **lodestar is \$480,946.25, with significant additional fees still to be incurred to complete final**
18 **approval and the settlement process.** The requested fee award is therefore currently equivalent to
19 Class Counsel's total lodestar with a reasonable multiplier cross-check of less than 2.8, and there will
20 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
21 settlement distribution and reports. Such a lodestar cross-check is within the range of multipliers
22 approved in other cases such as *Laffitte* and *Vizcaino*.⁵ As evidenced by the billing, Class Counsel's work

24 ⁵ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016) (approving 1/3 fee award with
25 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
26 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
27 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
28 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal.App.4th 224, 255 (2001) ("multipliers
can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);

1 was efficiently performed and highly successful, and Class Counsel should not be punished for efficient
2 and successful litigation. As a result, this Court may conclude that the requested award is fair and
3 reasonable and is justified under California law.

4 (j) Counsel retained on a contingency fee basis, whether in private matters or in
5 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
6 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
7 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
8 here where Class Counsel has prosecuted this case on a contingency basis for more than a year. Indeed,
9 if counsel is not adequately compensated for the risks inherent in difficult class actions, competent
10 attorneys will be discouraged from prosecuting similar cases.

11 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
12 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
13 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
14 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
15 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
16 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
17 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
18 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
19 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
20 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
21 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
22 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
23 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
24 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
25 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*

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27
28 *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

1 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
2 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
3 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
4 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
5 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
6 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
7 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
8 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
9 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
10 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
11 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
12 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
13 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
14 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
15 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
16 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
17 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
18 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
19 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
20 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
21 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
22 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
23 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
24 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
25 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
26 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
27 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
28

1 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
2 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
3 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
4 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,
5 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
6 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
7 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
8 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
9 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
10 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
11 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
12 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
13 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case
14 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
15 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees
16 that have been awarded in other similar cases.

17 12. **The contemporaneous billing records for Class Counsel evidence that through**
18 **August 18, 2025, Class Counsel's combined total lodestar is \$480,946.25, with significant additional**
19 **fees still to be incurred to complete final approval and the settlement process. Exhibit #3** [lodestar
20 of \$265,221.25]; See also Declaration of Lance Dacre ["Dacre Decl."] at ¶ 10 [lodestar of \$117,070];
21 Declaration of Eve Howe ["Howe Decl."] at ¶ 8 [lodestar of \$98,655]. The requested fee award is
22 therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check
23 of less than 2.8, and there will be additional lodestar incurred by Class Counsel to complete the
24 settlement process and manage the settlement distribution and reports. From December 18, 2021 to
25 August 11, 2025, my firm worked on this matter for over 340 hours, with hourly rates for attorneys
26 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
27 \$265,221.25. A detailed breakdown of the total fees and the services performed by the firm on this case
28

1 is set forth in my firm's billing statement for this matter, a true and correct of which is attached hereto
2 as Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not
3 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
4 final approval, and monitoring completion of the settlement process. I expect this additional work will
5 result in \$20,000 in additional lodestar for my firm such that the multiplier cross-check will ultimately
6 be even less. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
7 legal community for similar work and, if this were a commercial matter, these are the charges that would
8 be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
9 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
10 Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
11 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
12 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
13 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
14 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
15 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
16 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
17 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
18 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other
19 firms practicing in the Southern District of California.) This survey is useful to show that Class
20 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
21 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
22 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is
23 opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875
24 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types
25 of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
26 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
27 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
28

supported by the currently lodestar incurred, and will be a lower multiplier by the completion of the settlement. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

A. The attorneys at my firm who worked on this matter are detailed in Exhibit #1. All of these attorneys have spent their time in employment litigation and/or complex litigation during their years of employment with my firm. Their detailed billing by task and time is set forth in Exhibit #3, and a summary is as follows:

Time Keeper	Quantity	Rate	Total
AJ Bhowmik (Partner Attorney - 18+ years)	44.0	\$895.00	\$39,380.00
Norm Blumenthal (Partner Attorney - 50+ years)	8.25	\$995.00	\$8,208.75
Scott Blumenthal (Associate Attorney - 4+ years)	18.4	\$450.00	\$8,280.00
Nicholas De Blouw (Partner Attorney - 13+ years)	49.2	\$850.00	\$41,820.00
Ricardo Ehmann (Associate Attorney - 18+ years)	18.6	\$675.00	\$12,555.00
Jeffrey Herman (Associate Attorney - 14+ years)	69.2	\$750.00	\$51,900.00
Charlotte James (Associate Attorney - 9+ years)	0.5	\$550.00	\$275.00
Trevor Moran (associate Attorney - 5+ years)	13.2	\$450.00	\$5,940.00
Kyle Nordrehaug (Partner Attorney - 25+ years)	73.25	\$950.00	\$69,587.50
Sergio Puche (Associate Attorney - 13+ years)	37.0	\$675.00	\$24,975.00
Heather Drosi (paralegal)	9.2	\$250.00	\$2,300.00
Quantity Total			340.8
Subtotal			\$265,221.25

B. Heather Drosi as a paralegal at my firm and I verify that he meets the requirements of Business & Professions Code section 6450 *et seq.* Ms. Drosi holds an ABA approved A.S. degree in Paralegal Science. Ms. Drosi has been a paralegal for twenty one (21) years, six (6) of which have been in the employment law field and she is in compliance with CLE requirements (eight hours every two years).

1 Ms. Drosi's hourly billing rate and hours worked as outlined in Exhibit #3 are reasonable and usual for the
2 services rendered.

3
4 Litigation Expenses

5 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class Counsel
6 Litigation Expenses Payment of not more than \$55,000." Class Counsel have incurred combined expenses
7 of \$37,337 based upon counsel's billing records, which is less than the "not to exceed amount" of \$55,000.
8 Class Counsel, therefore, requests reimbursement for litigation expenses in the capped amount of \$37,337.
9 The litigation expenses incurred by my firm currently total \$27,511.54. These litigation expenses incurred
10 by my firm include the expenses incurred for filing fees, postage, photocopies, mediation expenses, expert
11 expenses (Berger Consulting), and attorney service charges (OneLegal), all of which are costs normally
12 billed to and paid by the client. The details of the litigation expenses incurred by my firm are set forth in
13 Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

14
15 Service Award

16 14. Plaintiffs respectfully submit that for their service as the class representatives, Plaintiffs
17 should be awarded the agreed service awards of \$10,000 each (total of \$50,000) in accordance with the
18 Agreement for their time, risk and effort expended on behalf of the Class as the class representatives.
19 (Agreement at ¶ 3.2(a).) Defendants have agreed to these payments and there have been no objections to the
20 requested service awards. Plaintiffs' declarations in support of this request is attached hereto as Exhibit #5-
21 #9. As the representatives of the Class, Plaintiffs performed their duties to the Class admirably and without
22 exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation, responding
23 to numerous requests, searching for documents, working with counsel, and reviewing the settlement
24 documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive release as part
25 of the Settlement, far beyond the class release. Plaintiffs' declarations detail the involvement, stress and risks
26 they undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
27 liable for costs and fees to Defendants, as well as the reputational risk of being "blacklisted" by other future
28

1 employers for having filed a class action on behalf of fellow former employees. Without Plaintiffs'
2 participation, cooperation and information, no other employees would be receiving any benefit. The payment
3 of service awards to successful class representatives is appropriate and the amount of \$10,000 each for
4 Plaintiffs is well within the currently awarded range for similar settlements. The requested award is also
5 reasonable by reference to the amounts that other California courts have found to be reasonable in wage and
6 hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at
7 *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds*
8 *v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for
9 \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018)
10 (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
11 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime
12 class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
13 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal.
14 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an
15 individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal.
16 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty,*
17 *LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service
18 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17,
19 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
20 BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares*
21 *v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court
22 (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654,
23 L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs);
24 *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior
25 Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No.
26 BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards);
27 *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
28

2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015)(awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July

1 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central
2 District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

3 15. The requested service awards are also reasonable in light of the reputational risk that
4 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
5 employment prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is
6 searchable on the internet and may become known to prospective employers when evaluating" them for
7 employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
8 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit
9 against other employers, allowing them to screen out the litigious candidates. An entire industry exists that
10 allows employers to run extensive background searches on potential employees. Companies who provide
11 these services specifically highlight the fact that their services allows employers to weed out litigious
12 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
13 prospective employee is likely to sue" the employer, through background checks and other means, to screen
14 out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become a necessity
15 in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers
16 simply cannot afford to hire employees who will put their company at risk."⁷ PreciseHire also offers
17 employment screening and similarly warns: "with today's business climate being extremely competitive and
18 highly litigious, conducting pre employment background checks has become a necessity."⁸

19 16. As a result, Class Counsel respectfully requests approval of the application for award of the
20 Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses
21 in the amount of \$37,337 and approval of the service awards to Plaintiffs.

22 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
23 The Class Counsel Fees Payment award shall be allocated to Class Counsel as follows: 60% to Blumenthal

25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

1 Nordrehaug Bhowmik De Blouw LLP, 20% to Lavi & Ebrahimian, LLP, and 20% James Hawkins, APLC.
2 The Plaintiffs all agreed to this fee allocation as set forth in the Agreement at paragraph 3.2(b).

3

4 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
5 and correct. Executed this 11th day of August, 2025, at San Diego, California.

6

/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

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EXHIBIT #1

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FIRM RESUME

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

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

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

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Admitted: 2006, California

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

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Awards: Rising Star 2015

Nicholas J. De Blouw

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Admitted: 2011, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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

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Admitted: 2020, New Mexico

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

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Admitted: 2013, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz

v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc.– Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne Rodelle Lawhorn, and Manuel Joseph Ortegon. (“Plaintiffs”) and Defendants Centene Management Company, LLC and Health Net, LLC (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” or “Complaints” collectively means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned: (1) *Erik Huffman v. Centene Management Company*, Case No. 34-2022-00322629, initiated on June 29, 2022, and pending in the Superior Court of the State of California, County of Sacramento; (2) *Erik Huffman v. Centene Management Company*, Case No. 34-2022-00322624, initiated on June 29, 2022 and pending in the Superior Court of the State of California, County of Sacramento; (3) *Najuah Mudahy v. Centene Management Company, LLC and Health Net, LLC*, Case No. 22STCV37387, initiated on November 29, 2022 in the Superior Court of the State of California, County of Los Angeles, and later removed to the Central District of California, where it is pending as Case No. 2:23-cv-00055-GW-PD; (4) *Najuah Mudahy v. Centene Management Company, LLC and Health Net, LLC*, Case No. 23STCV02394, initiated on February 3, 2023, and pending in Superior Court of the State of California, County of Los Angeles; (5) *Ina Rosson vs. Centene Management Company, LLC and Health Net, LLC*; Case No. 23CV001316, initiated on May 9, 2023, and pending in Superior Court of the State of California, County of Sacramento; (6) *Ina Rosson vs. Centene Management Company, LLC and Health Net, LLC*; Case No. 23CV007995, initiated on September 6, 2023, and pending in Superior Court of the State of California, County of Sacramento; (7) *Joanne Rodelle Lawhorn v. Centene Management Company, LLC*; Case No. 34-2023-00334211, initiated on February 8, 2023, and pending in Superior Court of the State of California, County of Sacramento; and (8) the First Amended Complaint (“Operative Complaint”) in the *Huffman* Action for purposes of this Settlement.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.

- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants Centene Management Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any time during the PAGA Period, excluding all those who previously released their claims in prior settlements, except for Plaintiff Erik Huffman.
- 1.5. “Class” means all individuals who were employed by Defendants Centene Management Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any time during the Class Period, excluding all those who previously released their claims in prior settlements, except for Plaintiff Erik Huffman.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”]; Joseph Lavi, Vincent C. Granberry, and Eve Howe of Lavi & Ebrahimian, LLP [“LE”]; and James R. Hawkin, Isandra Fernandez, and Lance Dacre of James Hawkins, APLC [“JH”]
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel from the Gross Settlement Amount for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, and credit reports.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from June 29, 2018 through December 31, 2024.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Sacramento.
- 1.17. “Defendants” means Centene Management Company, LLC and Health Net, LLC.
- 1.18. “Defense Counsel” means Barbara A. Blackburn, Nathaniel H. Jenkins, Stacey Blank, and Breanne Martell of Littler Mendelson, P.C.
- 1.19. “Effective Date” means the later of (a) the last date to appeal final approval and judgment by the Court and no appeal is filed; or (b) if an appeal, review or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to judicial review.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Three Million Six Hundred Fifty Thousand Dollars (\$3,650,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross

Settlement and shall be the separate additional obligation of Defendants.

- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency identified in Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from April 1, 2021 through December 31, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notices” means the letters to Defendants and the LWDA by Plaintiff Huffman dated April 1, 2022, Plaintiff Mudahy dated November 29, 2022, Plaintiff Rosson dated May 9, 2023 , and Plaintiff Lawhorn dated February 3, 2023, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$75,000), allocated 25% to the Aggrieved Employees (\$18,750) and the 75% to LWDA (\$56, 250) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne Rodelle, Lawhorn, and Manuel Joseph Ortegon., the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims by the Class against the Released Parties that were alleged, or could have been alleged, based on the facts stated in the Complaints which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, workers’ compensation, the individual wrongful termination and retaliation claims of Plaintiff Huffman which are being released separately (alleged in causes of action 10 to 12 of the Operative Complaint), or Class claims based on facts occurring outside of the Class Period.
- 1.39. “Released PAGA Claims” means all claims by the Aggrieved Employees for PAGA penalties against the Released Parties that were alleged, or could have been alleged, based on the facts stated in the Complaints and the PAGA Notices, which occurred during the PAGA Period. Except as expressly set forth in this Agreement, Aggrieved Employees do not release any other claims, including underlying Released Class Claims, claims for wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendants and each of their former and present parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans; each of the former and present officers, directors, employees, equity holders (partners, shareholders, holders of membership interests, etc.), agents, representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member and complying with all

requirements in the Preliminary Approval Order and Class Notice.

- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days after the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

- 2.1. **Plaintiff Huffman’s Class Action:** On June 29, 2022, Plaintiff Huffman commenced this Action by filing a Class Action Complaint against Defendant Centene Management Company, LLC in the Superior Court of the State of California, County of Sacramento (the “Huffman Class Action”). Plaintiff Huffman’s Class Action Complaint asserted claims for:
- (a) Violation of California Business and Professions Code § 17200 *et seq.*;
 - (b) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
 - (c) Failure to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - (d) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failure to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failure to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (h) Failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
 - (i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246;
 - (j) Discrimination and retaliation in violation of the Fair Employment and Housing Act (“FEHA”)
 - (k) Failure to prevent discrimination, harassment and/or retaliation in violation of the Fair Employment and Housing Act (“FEHA”); and,

(l) Wrongful Termination in violation of public policy.¹

2.2. **Plaintiff Huffman’s PAGA Action:** On June 29, 2022, Plaintiff Huffman filed a separate Representative Action Complaint against Defendant Centene Management Company, LLC in the Superior Court of the State of California, County of Sacramento (the “Huffman PAGA Action”). Plaintiff Huffman’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s).

2.3. **Plaintiff Mudahy’s Class Action:** On November 29, 2022 Plaintiff Mudahy filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles (the “Mudahy Class Action”), which was later removed to the Central District of California. Plaintiff Mudahy’s Class Action Complaint asserted claims for:

- (a) Failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197;
- (b) Failure to pay overtime wages for overtime worked in violation of Labor Code sections 510 and 1194;
- (c) Failure to indemnify employees for employment-related losses/expenditures in violation of Labor Code section 2802;
- (d) Failure to timely pay earned wages during employment in violation of Labor Code section 204;
- (e) Failure to provide complete and accurate wage statements in violation of Labor Code section 226;
- (f) Failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code sections 201, 202, and 203; and,
- (g) Violation of California Business and Professions Code § 17200 *et seq.*

2.4. **Plaintiff Mudahy’s PAGA Action:** On February 3, 2023, Plaintiff Mudahy filed a separate Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles (the “Mudahy PAGA Action”). Plaintiff Mudahy’s Representative Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 226, 510, 1194, 1197, 2802, and Sections 14 and 15 of the applicable Wage Orders.

¹ Claims (j)-(l) were asserted by Plaintiff individually, whereas the remaining claims were asserted by Plaintiff on a classwide basis.

2.5. Plaintiff Rosson's Class Action: On May 9, 2023, Plaintiff Rosson filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Sacramento (the "Rosson Class Action"). Plaintiff Rosson's Class Action Complaint asserted claims for:

- (a) Failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197;
- (b) Failure to pay overtime wages for overtime worked in violation of Labor Code sections 510 and 1194;
- (c) Failure to authorize or permit meal periods in violation of Labor Code sections 512 and 226.7;
- (d) Failure to pay wages for accrued paid sick days at the regular rate of pay in violation of Labor Code section 246;
- (e) Failure to provide complete and accurate wage statements in violation of Labor Code section 226; and,
- (f) Violation of California Business and Professions Code § 17200 *et seq.*

2.6. Plaintiff Rosson's PAGA Action: On September 6 2023, Plaintiff Rosson filed a separate Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Sacramento (the "Rosson PAGA Action"). Plaintiff Rosson's Representative Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 204, 226, 226.7, 246, 510, 512, 1194, 1197, and the applicable Wage Orders.

2.7. Plaintiff Lawhorn's Class and PAGA Actions: On February 8, 2023, Plaintiff Lawhorn filed a Class Action Complaint against Defendant Centene Management Company, LLC in the Superior Court of the State of California, County of Sacramento (the "Lawhorn Action"). Plaintiff Lawhorn's Class Action Complaint asserted claims for:

- (a) Failure to pay lawful wages including overtime;
- (b) Failure to provide lawful meal periods or compensation in lieu thereof;
- (c) Failure to pay employee expenses;
- (d) Failure to timely pay wages during employment;
- (e) Failure to timely pay wages at termination;
- (f) Failure to provide accurate, itemized wage statements; and
- (g) Violation of California's Unfair Competition Law.

On April 11, 2023, Plaintiff Lawhorn filed a First Amended Complaint asserting an additional cause of action against Defendant Centene Management Company, LLC for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 1194, 1197, 1197.5, 1199, and the applicable Wage Orders.

2.8. **Pleading Amendment:** As part of this Agreement, the Parties stipulated to the filing of a First Amended Consolidated Class and Representative Action Complaint in the Huffman Class Action that adds the claims, allegations, and parties originally in the Huffman PAGA Action, Mudahy Class Action, Mudahy PAGA Action, Rosson Class Action, Rosson PAGA Action, and Lawhorn Action, and adds Manuel Joseph Ortegon as an additional named plaintiff and class representative. The First Amended Consolidated Class and Representative Action Complaint shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on August 1, 2024. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.9. **Mediation:** On April 30, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

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

2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class or Aggrieved Employees have merit or that Defendants bear any liability to Plaintiffs or the Class or Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.12. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims against Defendants that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$3,650,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this Settlement, excluding

any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts awarded by the Court in the Final Approval. The Court's failure to award the requested Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payments is not grounds to void the Settlement.

(a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payments, Individual Settlements for non-wage and hour claims in the Action being separately settled, and any Individual PAGA Payments the Class Representatives are entitled to receive as Aggrieved Employees). Defendants will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the Class Representative Service Payments.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,216,666 and a Class Counsel Litigation Expenses Payment of not more than \$55,000. Class Counsel Fees Payment should be allocated among Class Counsel as follows: 60% to BNBD, 20% to LE and 20% to JH. Defendants will not oppose requests for these payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using

one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$27,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$27,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$75,000 to be paid from the Gross Settlement Amount, with 75% (\$56,250) allocated to the LWDA PAGA Payment and 25% (\$18,750) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to payroll tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to payroll tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment, with the exception of the employer's portion of payroll taxes.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on their records, Defendants have represented that the Class consists of approximately 3,957 Class Members who collectively worked a total of 450,000 Workweeks, and approximately 3,693 Aggrieved Employees who worked a total of 215,000 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator in the Qualified Settlement Fund established by the Administrator no later than fourteen (14) days after the Effective Date. The deadlines in this paragraph are contingent on the Administrator providing to Defendants: the amounts to be paid (including the employer's share of payroll taxes with a spreadsheet showing the amount for each Participating Class Member's Settlement Share), W-9 form for the Qualified Settlement Fund, and payment instructions within 14 days of entry of the Judgment.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, the Class Member/Aggrieved Employee will be deemed to have waived irrevocably any right in or claim to an Individual Class Payment/Individual PAGA Payment, but the Agreement nevertheless will be binding upon them. This provision shall not prohibit them from claiming funds from the California Controller’s Unclaimed Property Fund
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants or the Released Parties to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (including without limitation modification of previously credited hours of service or other eligibility criteria

under any employee pension or employee welfare benefit plan or any additional benefit payments such as 401(k) contributions, bonuses, or paid time off) beyond those specified in this Agreement.

- 6. RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties, including any claims, demands, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind to the extent asserting Released Class Claims or Released PAGA Claims, as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or could have been, alleged, based on the facts stated in the Complaints and (b) all PAGA claims that were, or could have been, alleged based on facts stated in the Complaints or 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 outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Individual Claims of Plaintiffs Huffman, Mudahy, and Rosson. Plaintiffs Huffman, Mudahy, and Rosson represent that they have additional individual non-wage and hour claims against one or more Defendants, including Huffman's causes of action 9-11 alleged in the Operative Complaint. Plaintiffs Huffman, Mudahy, and Rosson are separately entering into confidential Individual Settlement Agreements to release all individual non-wage and hour claims under the terms stated therein. Therefore, the Civil Code Section 1542 release below in Section 6.1(c) does not extend to Plaintiffs' individual non-wage and hour claims covered by the Individual Settlement Agreements. The validity and enforceability of this Agreement is contingent upon each Plaintiff executing and not revoking their Individual Settlement Agreement. If the Court requires the Parties to submit the terms of the Individual Settlement Agreements to obtain approval of this Settlement, the Parties agree that the Individual Settlement Agreements will be submitted in camera under seal to the Court.

(b) General Release of Plaintiffs Lawhorn and Ortegon. Plaintiffs Lawhorn and Ortegon represent that they do not have any additional individual claims against any of the Defendants other than the Released Class Claims and the Released PAGA Claims.

Accordingly, as partial consideration for their Class Representative Service Payment, Plaintiffs Lawhorn and Ortegon, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally, release and discharge Released Parties from all known and unknown claims, transactions, or occurrences of any kind (“General Release). This General 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 Class Period. Plaintiffs Lawhorn and Ortegon acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that this General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this General Release to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. With respect to the General Release, Plaintiffs Lawhorn and Ortegon expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

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

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

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

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

- 7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and Class Counsel will file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

- 7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel – within at least 10 days before any filing deadline – all documents necessary for obtaining

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

- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval and Class Counsel is responsible for filing it no later than 16 court days before the Preliminary Approval hearing; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to negotiate modifications to the Agreement that would satisfy the Court’s concerns, provided that Defendants’ obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount (except for the employer’s payroll taxes on the Wage Portion and any increase elected by Defendants pursuant to paragraph 9).

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; calculating and remitting to the appropriate tax authorities the employees' and employer's share of all payroll taxes on the Wage Portion; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used

to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the information will be provided to Defense Counsel and Defense Counsel will research the issue and provide information regarding the individual's eligibility as a Class Member to the Administrator. A summary (without any individual's identifying information other than the Employee ID number) will be provided to Class Counsel. If any individuals are identified who are potential Class Members, the Parties will expeditiously meet and confer by telephone or email, and in good faith. In an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Defense Counsel will research the issue and provide information to the Administrator to assist in resolving the challenge. A summary of the Administrator's determinations (without Class Member identifying information other than the Employee ID number) will be provided to Class Counsel.

8.7. Objections to Settlement.

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

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

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

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

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on their records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. Should the qualifying workweeks worked by the Class Members during the Class Period ultimately

increase by more than 5%, Defendants, at their option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of total workweeks exceed 472,500 ("Cut-Off Date"), or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 5% (i.e., if there was an 6% increase in the number of workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%). Defendants' election shall be made within 7 days of Defendants' delivery of the Class Data as described in paragraph 4.2 above. If elected, the Cut-Off Date shall not be prior to the date of mediation, April 30, 2024. If the Cut-Off Date is limited to the date of mediation in this way, Defendant shall still increase the Gross Settlement Amount in accordance with Option 2 above to the degree the number of qualifying workweeks is still in excess of 5% greater than the amount as set forth in paragraph 4.1 above.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants makes this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

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

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by negotiating revisions to the Agreement as necessary to obtain Final Approval, provided that Defendants' obligation to make

payments under this Settlement will remain limited by the Gross Settlement Amount (except for the employer's payroll taxes on the Wage Portion and any increase elected by Defendants pursuant to paragraph 9). The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

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

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

13. DISMISSAL OF OTHER ACTIONS. Within 7 days of execution of this Agreement and the filing of the Operative Complaint, Class Counsel shall prepare and deliver to Defense

Counsel all documents necessary for dismissing without prejudice the Huffman PAGA Action, Mudahy Class Action, Mudahy PAGA Action, Rosson Class Action, Rosson PAGA Action, and Lawhorn Action (“Six Actions”) that comply with the relevant Court’s procedures and requirements. Defense Counsel shall be given at least 7 days to review and provide revisions to the documents. Class Counsel will be responsible for filing dismissals of the Six Actions within 14 days of execution of this Agreement. If any Court does not grant dismissal, the Parties will work together to resolve any issues and submit any necessary information to the Court. The Six Actions must be dismissed without prejudice before Plaintiffs file the Motion for Preliminary Approval.

14. ADDITIONAL PROVISIONS

14.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement is made solely for the purpose of compromising disputed claims, and avoiding the time, expense, and uncertainty of litigation. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants or the Released Parties have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants’ defenses in the Action have merit, and the fact and/or substance of the settlement shall be inadmissible and have no evidentiary effect in any subsequent litigation. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants’ defenses. The Settlement, this Agreement and the Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties’ attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. With the exception of filings in the Action as required to approve the Settlement and discussions with Class Members or the

Settlement Administrator as required to administer the Settlement, Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. Class Counsel will not use any information about the identities, contact information, or other data provided about the Class Members in the Actions other than for purposes of the Action. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 14.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 14.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 14.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Class Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Agreement were executed by each Class Member.
- 14.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, negotiating modifications to the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of the mediator (Tripper Ortman) and then the Court for resolution.
- 14.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 14.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 14.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 14.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 14.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 14.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 14.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 14.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of Class member data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class member data received from Defendants.
- 14.15. Evidence Preservation. The Parties agree that upon Preliminary Approval, Defendants are released from any obligation to keep, hold, or maintain any electronically stored information (ESI), including but not limited to the hardware (e.g., laptops, computers, hard drives, tapes, etc.) upon which such ESI is located, that was the subject of the various demands to preserve evidence served by Class Counsel. Upon Preliminary Approval, Defendants may resume application of its normal data retention policies.
- 14.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

14.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

14.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given on the day sent by email, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Joseph Lavi
Lavi & Ebrahimian, LLP
E-mail: jlavi@lelawfirm.com

James R. Hawkins
James Hawkins APLC
E-mail: james@jameshawkinsaplc.com

To Defendants:

Barbara A. Blackburn
Stacey F. Blank
Nathaniel Jenkins
Breanne S. Martell
Littler Mendelson, P.C.
E-Mail: bblackburn@littler.com
sblank@littler.com
njenkins@littler.com
bsmartell@littler.com

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

14.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. If a formal stay is required because of Court deadlines, the Parties agree to jointly file an appropriate motion with the Court. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the time within which to bring this Action to trial under CCP section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this Agreement by all Parties until Final Approval and Judgment, or if Judgment is not entered the date this Agreement is no longer of any force or effect.

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

15. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: <u>11/13/2024</u>	<u><i>Erik Huffman</i></u> Erik Huffman (Nov 13, 2024 09:53 PST) Plaintiff Erik Huffman
Dated: _____	_____ Plaintiff Najuah Mudahy
Dated: _____	_____ Plaintiff Ina Rosson
Dated: _____	_____ Plaintiff Joanne Rodelle Lawhorn
Dated: _____	_____ Plaintiff Manuel Joseph Ortegon
Dated: _____	_____ _____ [name] For Defendants Centene Management Company, LLC Health Net, LLC

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15. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 11/13/2024 Erik Huffman
Erik Huffman (Nov 13, 2024 09:53 PST)
Plaintiff Erik Huffman

Dated: _____
Plaintiff Najuah Mudahy

Dated: _____
Plaintiff Ina Rosson

Dated: _____
Plaintiff Joanne Rodelle Lawhorn

Dated: _____
Plaintiff Manuel Joseph Ortegon

Dated: Nov 23, 2024 Christopher Koster
Christopher Koster (Nov 23, 2024 11:37 CST)
Christopher Koster [name]
For Defendants
Centene Management Company, LLC
Health Net, LLC

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The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Erik Huffman

Dated: 11/17/2024

Najuah Mudahy

Plaintiff Najuah Mudahy

Dated: 11/12/2024

Ina Rosson

Plaintiff Ina Rosson

Dated: _____

Plaintiff Joanne Rodelle Lawhorn

Dated: _____

Plaintiff Manual Joseph Ortegón

Dated: Nov 23, 2024

Christopher Koster

Christopher Koster (Nov 23, 2024 11:37 CST)

Christopher Koster [name]

For Defendants

Centene Management Company, LLC

Health Net, LLC

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15. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Erik Huffman

Dated: _____
Plaintiff Najuah Mudahy

Dated: _____
Plaintiff Ina Rosson

Dated: 11/13/2024
Plaintiff Joanne Rodelle Lawhorn

DocuSigned by:
Joanne Lawhorn
EGCB2337FA0248D

Dated: _____
Plaintiff Manuel Joseph Ortegon

Dated: Nov 23, 2024
Christopher Koster
Christopher Koster [name]
For Defendants
Centene Management Company, LLC
Health Net, LLC

Christopher Koster
Christopher Koster (Nov 23, 2024 11:37 CST)

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

15. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Erik Huffman

Dated: _____
Plaintiff Najuah Mudahy

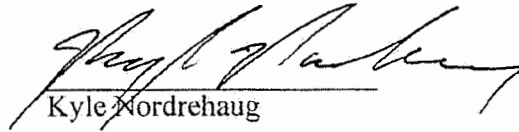
Dated: _____
Plaintiff Ina Rosson

Dated: _____
Plaintiff Joanne Rodelle Lawhorn

Dated: 11/13/2024
Signed by:
Manuel Ortegon
7DA7AF20399A451...
Plaintiff Manuel Joseph Ortegon

Dated: Nov 23, 2024
Christopher Koster
Christopher Koster (Nov 23, 2024 11:37 CST)
Christopher Koster [name]
For Defendants
Centene Management Company, LLC
Health Net, LLC

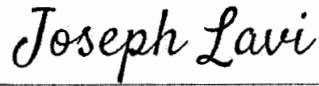
Dated: 11/18/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 11/18/2024



Joseph Lavi
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: _____

James A. Hawkins
James Hawkins, APLC
Attorney for Plaintiffs

Dated: 11/25/2024



Barbara A. Blackburn
Stacey F. Blank
Nathaniel Jenkins
Breanne S. Martell
Littler Mendelson, P.C
Attorney for Defendants

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Joseph Lavi
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: 11.14.24



James A. Hawkins
James Hawkins, APLC
Attorney for Plaintiffs

Dated: _____

Barbara A. Blackburn
Stacey F. Blank
Nathaniel Jenkins
Breanne S. Martell
Littler Mendelson, P.C
Attorney for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT "A"

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

Huffman, et al. v. Centene Management Company LLC, et al.
Superior Court of the State of California,
County of Sacramento, Case No. 34-2022-00322629

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Centene Management Company, LLC and Health Net, LLC ("Defendants") for alleged wage and hour violations. The Action involves seven separate lawsuits that were combined into a single lawsuit. The Action was filed by Plaintiffs Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne Rodelle Lawhorn and Manuel Joseph Ortegon ("Plaintiffs") and seek payment of (1) wages and other relief on behalf of all individuals who were employed by Defendants Centene Management Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any time during the Class Period (June 29, 2018 through December 31, 2024), excluding all those who previously released their claims in prior settlements ("Class Members"), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants Centene Management Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any time during the PAGA Period (April 1, 2021 through December 31, 2024), excluding all those who previously released their claims in prior settlements ("Aggrieved Employees"). Defendants deny that they have done anything wrong and dispute all the claims in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and to Aggrieved Employees.

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants' records you are not eligible for that payment.)

The above estimates are based on Defendants' records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described in Section 3 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims

	regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 22 before Judge Lauri A. Damrell. This hearing may change as explained below in Section 8. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by _____. See Section 4 of this Notice.

1. What is the Action about?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action. So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Three Million Six Hundred Fifty Thousand Dollars (\$3,650,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$27,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,216,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$55,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts

stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$75,000 relating to Plaintiffs' claim under PAGA, \$56,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$18,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is April 1, 2021 through December 31, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

3. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. The "Released Class Claims" are all claims by the Class against the Released Parties that were alleged, or could have been alleged, based on the facts stated in the Complaints which occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

Employment and Housing Act, discrimination, unemployment insurance, disability, social security, workers' compensation, the individual wrongful termination and retaliation claims of Plaintiff Huffman which are being released separately (alleged in causes of action 10 to 12 of the Operative Complaint), or Class claims based on facts occurring outside of the Class Period.

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

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims by the Aggrieved Employees for PAGA penalties against the Released Parties that were alleged, or could have been alleged, based on the facts stated in the Complaints and the PAGA Notices, which occurred during the PAGA Period. Except as expressly set forth in the Agreement, Aggrieved Employees do not release any other claims, including underlying Released Class Claims, claims for wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of their former and present parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans; each of the former and present officers, directors, employees, equity holders (partners, shareholders, holders of membership interests, etc.), agents, representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

4. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

Defendants' records reflect that you worked <<_____>> Workweeks during the Class Period (June 29, 2018 through _____, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendants' records reflect that you worked <<____>> PAGA Pay Periods during the PAGA Period (April 1, 2021 through _____, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 4 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email it to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Huffman v. Centene Management Company* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Huffman v.*

Centene Management Company, Case No. 34-2022-00322629. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

7. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at _____ or via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and by entering the Case No. 34-2022-00322629.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Huffman v. Centene Management Company*, Case No. 34-2022-00322629, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

You also have the option to appear at the hearing remotely. Check the Court's tentative ruling website the day before at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. Remote appearances can be made through Zoom. The Zoom link for Department 22 is: <https://saccourt-ca-gov.zoomgov.com/j/16184738886>, and the audio link is (833) 568-8864, ID: 16184738886. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

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COUNSEL FOR DEFENDANTS:

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Nathaniel H. Jenkins
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814

8. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 22 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Lauri A. Damrell. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before by entering the case number 34-2022-00322629 at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. Remote appearances can be

made through Zoom. The Zoom link for Department 22 is: <https://saccourt-ca.gov.zoomgov.com/j/16184738886>, and the audio link is (833) 568-8864, ID: 16184738886. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website at <<_____>>. In addition, hearing dates are posted on the Internet via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and by entering the Case No. 34-2022-00322629.

9. How Can I Get More Information?

You may call the Administrator at _____ or write to *Huffman v. Centene Management Company* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval and attorneys' fees, costs and service award, or other Settlement documents by going to the Class Counsel's website at www.bamlawca.com under "Class Notices" for *Huffman v. Centene*. You may get more details by examining the Court's file on the Internet via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and entering the Case No. 34-2022-00322629. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ERIK HUFFMAN, NAJUAH MUDAHY,
INA ROSSON, JOANNE RODELLE
LAWHORN and MANUAL JOSEPH
ORTEGON, individuals, on behalf of
themselves and on behalf of all persons
similarly situated and on behalf of the State
of California, as private attorney general,

Plaintiffs,

vs.

CENTENE MANAGEMENT COMPANY
LLC, a Limited Liability Company;
HEALTH NET, LLC, a Limited Liability
Company and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 34-2022-00322629

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Lauri A. Damrell
Dept: 22

Date Filed: June 29, 2022
Trial Date: Not set

This matter came before the Honorable Lauri A. Damrell of the Superior Court of the State
of California, in and for the County Sacramento, on _____[DATE], for hearing on the

PRELIMINARY APPROVAL ORDER

1 unopposed motion by Plaintiffs Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne Rodelle
2 Lawhorn and Manuel Joseph Ortegon (“Plaintiffs”) for preliminary approval of the Settlement
3 with Defendants Centene Management Company, LLC and Health Net, LLC (“Defendants”). The
4 Court, having considered the briefs, argument of counsel and all matters presented to the Court
5 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
6 Action Settlement.

7
8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
12 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount that Defendants shall pay is Three Million Six
18 Hundred Fifty Thousand Dollars (\$3,650,000). It appears to the Court on a preliminary basis that
19 the settlement amount and terms are fair, adequate and reasonable as to all potential Class
20 Members when balanced against the probable outcome of further litigation and the significant
21 risks relating to certification, liability and damages issues. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate
23 their respective positions. It further appears to the Court that the Settlement will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the Action. It further appears that the Settlement has been reached as the
26 result of serious and non-collusive, arm’s-length negotiations.

27
28 **PRELIMINARY APPROVAL ORDER**

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation and the significant
6 risks relating to certification, liability, and damages issues.

7 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
8 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$55,000, and
9 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
10 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
11 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
12 evidence supporting these requests, including lodestar, prior to final approval.

13 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
14 representative treatment and certification of a class for settlement purposes only. This stipulation
15 will not be deemed admissible in this or any other proceeding should this Settlement not become
16 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
17 "all individuals who were employed by Defendants Centene Management Company, LLC or
18 Health Net, LLC in California and classified as a non-exempt employee at any time during the
19 Class Period, excluding all those who previously released their claims in prior settlements, except
20 for Plaintiff Erik Huffman." The "Class Period" is from June 29, 2018 through December 31,
21 2024.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)

28
PRELIMINARY APPROVAL ORDER

1 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
2 class action is superior to other available methods for the efficient adjudication of this controversy;
3 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
4 adequate representatives of the Class.

5 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
7 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP ["BNBD"]; Joseph Lavi, Vincent C. Granberry, and Eve
9 Howe of Lavi & Ebrahimian, LLP ["LE"]; and James R. Hawkin, Isandra Fernandez, and Lance
10 Dacre of James Hawkins, APLC as Class Counsel for the Class.

11 9. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
12 of \$75,000, which shall be allocated \$56,250 to the Labor & Workforce Development Agency
13 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$18,750 to the Aggrieved Employees. "Aggrieved
15 Employees" are "all individuals who were employed by Defendants Centene Management
16 Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any
17 time during the PAGA Period, excluding all those who previously released their claims in prior
18 settlements, except for Plaintiff Erik Huffman". The PAGA Period is from April 1, 2021 through
19 December 31, 2024. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be
20 provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalty
21 to be reasonable.

22 10. The Court hereby approves, as to form and content, the Class Notice attached to the
23 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
24 inform the Class of all material elements of the proposed Settlement, of the Class Members' right
25 to be excluded from the Class by submitting a written opt-out request, and of each member's right
26 and opportunity to object to the Settlement. The Court further finds that the distribution of the
27 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
28

PRELIMINARY APPROVAL ORDER

1 the requirements of due process, is the best notice practicable under the circumstances, and shall
2 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
3 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
4 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
5 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
6 address for the Class Member no later than seven (7) days after the receipt of the undelivered
7 Class Notice.

8 11. The Court hereby appoints Apex Class Action as the Administrator. No later than
9 fifteen (15) days after this Order, Defendants will provide the Class Data to the Administrator.
10 The Administrator will perform address updates and verifications as necessary prior to the first
11 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
12 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
13 Class Members via first-class regular U.S. Mail to their last known address.

14 12. The Court hereby preliminarily approves the proposed procedure for exclusion
15 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
16 from the Class as provided in the Class Notice by following the instructions for requesting
17 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
18 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
19 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
20 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
21 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
22 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
23 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
24 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
25 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
26 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
27 group, class, or subclass of individuals is not permitted and will be deemed invalid.

28
PRELIMINARY APPROVAL ORDER

1 13. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express the Member's views regarding the Settlement and may present evidence
3 and file briefs or other papers that may be proper and relevant to the issues to be heard and
4 determined by the Court as provided in the Class Notice. Class Members will have until the
5 Response Deadline to submit their written objections to the Administrator. Written objections
6 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
7 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
8 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
9 Hearing to make an oral objection.

10 14. A final approval hearing shall be held before this Court on _____
11 _____ at _____ in Department 22 at the Gordon D. Schaber Courthouse of the
12 Sacramento County Superior Court to hear the motion for final approval and for attorneys' fees
13 and costs, and to determine all necessary matters concerning the Settlement, including: whether
14 the proposed settlement of the Action on the terms and conditions provided for in the Agreement
15 is fair, adequate and reasonable and should be finally approved by the Court; whether the Final
16 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
17 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
18 to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the
19 Administrator. All papers in support of the motion for final approval shall be filed with the Court
20 and served on all counsel no later than sixteen (16) court days before the hearing and the motion
21 shall be heard at this final approval hearing.

22 15. Neither the Settlement nor any exhibit, document, or instrument delivered
23 thereunder shall be construed as a concession or admission by Defendants in any way that the
24 claims asserted have any merit or that this Action was properly brought as a class or representative
25 action, and shall not be used as evidence of, or used against Defendants as, an admission or
26 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
27 omission by Defendants or with respect to the truth of any allegation asserted by any person.

28
PRELIMINARY APPROVAL ORDER

1 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
4 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendants of any liability,
6 fault, wrongdoing, omission, concession or damage.

7 16. In the event the Settlement does not become effective in accordance with the terms
8 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
9 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
10 and the Parties shall revert to their respective positions as of before entering into the Agreement,
11 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
12 including all available defenses and affirmative defenses, and arguments that any claim in the
13 Action could not be certified as a class action and/or managed as a representative action. In such
14 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
15 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
16 the Agreement with respect to the effect of the Agreement if it is not approved.

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

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

23 **IT IS SO ORDERED.**

24 Dated: _____

25 _____
26 HON. LAURI A. DAMRELL
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

28 PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ERIK HUFFMAN, NAJUAH MUDAHY,
INA ROSSON, JOANNE RODELLE
LAWHORN and MANUAL JOSEPH
ORTEGON, individuals, on behalf of
themselves and on behalf of all persons
similarly situated and on behalf of the State of
California, as private attorney general,

Plaintiffs,

vs.

CENTENE MANAGEMENT COMPANY
LLC, a Limited Liability Company; HEALTH
NET, LLC, a Limited Liability Company and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 34-2022-00322629

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Lauri A. Damrell
Dept: 22

Date Filed: June 29, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne
2 Rodelle Lawhorn and Manuel Joseph Ortegon (“Plaintiffs”) for an order finally approving the
3 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants Centene
4 Management Company, LLC and Health Net, LLC (“Defendants”), attorneys’ fees and costs,
5 service payments, and the expenses of the Administrator duly came on for hearing on
6 _____ before the Honorable Lauri A. Damrell.

7 **I.**

8 **FINDINGS**

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

11 26. All terms used herein shall have the same meaning as defined in the Agreement.

12 27. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Sacramento, and over all
14 Parties to this litigation, including the Class.

15 28. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Three Million Six Hundred
17 Fifty Thousand Dollars (\$3,650,000) and the terms set forth in the Agreement are fair, reasonable,
18 and adequate.

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

24 **Preliminary Approval of the Settlement**

25 30. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 **Notice to the Class**

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

13 32. The Response Deadline for opting out or submitting written objections to the
14 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class and to challenge
20 the data used to calculate their settlement payments. Accordingly, the Court determines that all
21 Class Members who did not timely and properly submit a request for exclusion are bound by the
22 Settlement and this Final Approval Order and Judgment.

23 **Fairness of the Settlement**

24 33. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27
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1 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
2 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

3 b. Plaintiffs and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% of the overall Class.

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

16 35. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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

24 **Class Representative Service Payments**

25 37. The Agreement provides for Class Representative Service Payments of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ to each of the Plaintiffs are
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FINAL APPROVAL ORDER AND JUDGMENT

1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 their time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

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

10 **PAGA Penalties**

11 39. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
12 of \$75,000, which shall be allocated \$56,250 to the Labor & Workforce Development Agency
13 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$18,750 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$18,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are "all individuals who were employed by Defendants Centene
19 Management Company, LLC or Health Net, LLC in California and classified as a non-exempt
20 employee at any time during the PAGA Period (April 1, 2021 through December 31, 2024),
21 excluding all those who previously released their claims in prior settlements, except for Plaintiff
22 Erik Huffman. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided
23 notice of the Agreement and these settlement terms and has not indicated any objection thereto.
24 The Court finds the PAGA Penalty to be reasonable.

25 **II.**

26 **ORDERS**

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

28 **FINAL APPROVAL ORDER AND JUDGMENT**

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

3 All individuals who were employed by Defendants Centene Management
4 Company, LLC or Health Net, LLC in California and classified as a non-exempt
5 employee at any time during the Class Period, excluding all those who previously
released their claims in prior settlements, except for Plaintiff Erik Huffman.

6 The “Class Period” is from June 29, 2018 through December 31, 2024.

7 16. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
9 REFERENCE TO IDENTIFY ANY OPT OUTS].

10 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
12 the amounts necessary to fully pay Defendants’ share of payroll taxes in accordance with the
13 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
14 Date

15 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
16 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
17 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

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

20 20. The payment of \$_____ to the Administrator for its fees and expenses is
21 approved.

22 21. The PAGA Penalty amount of \$75,000 is approved and is to be distributed in
23 accordance with the Agreement.

24 22. The Individual Settlement Payments are approved and will be calculated and
25 distributed in accordance with the Agreement.

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FINAL APPROVAL ORDER AND JUDGMENT

1 23. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
2 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
3 entry.

4 24. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
5 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
6 any wrongdoing by Defendants or that this Action is appropriate for class or representative
7 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
8 the Agreement, nor any document referred to herein, nor any action taken to carry out the
9 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
10 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
11 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
12 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
13 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
14 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
15 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
16 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
17 Released Class Claims and/or Released PAGA Claims.

18 25. Notice of entry of this Final Approval Order and Judgment shall be given to all
19 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
20 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
21 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
22 to individual Class Members.

23 26. If the Agreement does not become final and effective in accordance with the terms
24 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
25 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
26 revert to their respective positions as of before entering into the Agreement, and expressly reserve
27 their respective rights regarding the prosecution and defense of this Action, including all available
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FINAL APPROVAL ORDER AND JUDGMENT

1 defenses and affirmative defenses, and arguments that any claim in the Action could not be
2 certified as a class action and/or managed as a representative action.

3 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

6 28. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
7 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
8 supervise and adjudicate any dispute arising from or in connection with the distribution of
9 settlement benefits, subject to the terms of the Agreement.

10 29. All Parties shall bear their own attorneys' fees and costs, except as otherwise
11 provided in the Agreement and in this Final Approval Order and Judgment.

12 30. Effective on the date when Defendants fully fund the entire Gross Settlement
13 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
15 release claims against all Released Parties, including any claims, demands, lawsuits,
16 administrative actions, arbitrations, and participation to any extent in any pending or future class,
17 collective, or representative actions, or other action of any kind to the extent asserting Released
18 Class Claims or Released PAGA Claims, as follows:

19 (a) All Participating Class Members, on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
21 and assigns, release the Released Parties from the Released Class Claims. The "Released Class
22 Claims" are all claims by the Class against the Released Parties that were alleged, or could have
23 been alleged, based on the facts stated in the Complaints which occurred during the Class Period.
24 Except as expressly set forth in the Agreement, Participating Class Members do not release any
25 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
26 Employment and Housing Act, discrimination, unemployment insurance, disability, social
27 security, workers' compensation, the individual wrongful termination and retaliation claims of
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1 Plaintiff Huffman which are being released separately (alleged in causes of action 10 to 12 of the
2 Operative Complaint), or Class claims based on facts occurring outside of the Class Period.

3 (b) All Aggrieved Employees and the LWDA, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns, release the Released Parties from the Released PAGA Claims. The
6 "Released PAGA Claims" are all claims by the Aggrieved Employees for PAGA penalties against
7 the Released Parties that were alleged, or could have been alleged, based on the facts stated in the
8 Complaints and the PAGA Notices, which occurred during the PAGA Period. Except as expressly
9 set forth in this Agreement, Aggrieved Employees do not release any other claims, including
10 underlying Released Class Claims, claims for wrongful termination, violation of the Fair
11 Employment and Housing Act, discrimination, unemployment insurance, disability, social
12 security, worker's compensation, and PAGA claims outside of the PAGA Period.

13 (c) Plaintiffs and their respective former and present spouses, representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
15 Released Parties from the Plaintiffs' Release as fully set forth in the Agreement.

16 31. For any Class Member or Aggrieved Employee whose Individual Class Payment
17 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
18 Administrator shall transmit the funds represented by such checks to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
20 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

21 32. The Court hereby enters judgment in the entire Action as of the filing date of this
22 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
23 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
24 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
25 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

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28 Dated: _____
FINAL APPROVAL ORDER AND JUDGMENT

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HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/11/2025
Due On: 09/10/2025

Erik Huffman
1820 Santa Ines St
Roseville, CA 95747

CA2478

Centene Management Company LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	12/18/2021	Review and analyze original intake notes. Legal research related litigation in state and federal courts. Research Defendant's business operations in CA. Review previous settlements for overlap. Discuss status with Plaintiff.	3.90	\$850.00	\$3,315.00
NDB	12/19/2021	Review facts and emails regarding Plaintiff's individual claims for retaliation. Review and analyze meal and rest break claims. Legal research regarding the same. Discuss with Plaintiff.	3.60	\$850.00	\$3,060.00
NDB	12/22/2021	Review and analyze entire employment file for legal claims. Review all pay statement for wage and hour claims. Analyze written policy documents. Legal research regarding the same. Obtain background facts for complaint.	4.30	\$850.00	\$3,655.00
NDB	01/24/2022	Review case file. Draft original complaint. Research venue issue and related litigation motion for preliminary approval.	4.40	\$850.00	\$3,740.00
NDB	01/24/2022	Draft complaint. Analyze facts and law.	3.00	\$850.00	\$2,550.00
NDB	03/22/2022	Review and revise complaint. Research rest break and 2802 claims. Send to Plaintiff for approval. Discuss complaint with Plaintiff.	2.80	\$850.00	\$2,380.00
NDB	03/23/2022	Review case file. Draft internal case notes memo	2.00	\$850.00	\$1,700.00

		detailing facts and specific violations.			
NDB	03/31/2022	Review and research PAGA claims. Draft PAGA Notice. Update client.	2.30	\$850.00	\$1,955.00
SB	06/20/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
KN	06/20/2022	Review analysis and research from ND; Review client documents; review draft complaint; analysis of facts and claims; provide input to ND	2.25	\$950.00	\$2,137.50
RE	06/26/2022	Review & analyze employment file documents/ 1198.5 response docs	3.50	\$675.00	\$2,362.50
RE	06/26/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	06/27/2022	Review, edit & finalize class action complaint draft for next day filing	3.00	\$675.00	\$2,025.00
RE	06/28/2022	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
RE	06/28/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	06/28/2022	Review class action complaint package; finalize; file in Sac. County Sup. Ct.	0.70	\$675.00	\$472.50
RE	06/28/2022	Draft summons and civil case cover sheet re paga only action	0.40	\$675.00	\$270.00
RE	06/28/2022	Review paga only complaint package; finalize; file in Sac. County Sup. Ct.	0.70	\$675.00	\$472.50
RE	07/07/2022	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	07/08/2022	Review court-returned documents and notice of CMC; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
JH	07/08/2022	Review and Analyze: Review/analyze docs in file; create exhibit book; update case notes	1.50	\$750.00	\$1,125.00
KN	07/09/2022	Review filed documents and final complaint; review memo from RE	0.40	\$950.00	\$380.00
RE	07/26/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	08/17/2022	Review file; review letter of rep; email to defense counsel re service of process via Notice and Acknowledgment of Receipt	0.40	\$675.00	\$270.00
RE	08/17/2022	Prepare initial documents for service of process re class action; draft Notice and Acknowledgment of Receipt; send to defense counsel; instruct staff to send hard copy to defense counsel per code	1.00	\$675.00	\$675.00

RE	08/17/2022	Prepare initial documents for service of process re PAGA action; draft Notice and Acknowledgment of Receipt; send to defense counsel; instruct staff to send hard copy to defense counsel per code	1.00	\$675.00	\$675.00
SP	08/17/2022	Reviewed pleadings and correspondence and drafted electronic service agreement correspondence.	0.30	\$675.00	\$202.50
RE	09/06/2022	Prepare POS-010 Proof of Service of Summons form; attach executed Notice & Acknowledgment of Receipt; file in Sac. Sup. Ct.; memo to firm re post-service written discovery re class action	0.50	\$675.00	\$337.50
RE	09/06/2022	Prepare POS-010 Proof of Service of Summons form; attach executed Notice & Acknowledgment of Receipt; file in Sac. Sup. Ct.; memo to firm re post-service written discovery re paga action	0.50	\$675.00	\$337.50
SP	09/12/2022	Reviewed Case file and prepared for upcoming Discovery deadline.	0.20	\$675.00	\$135.00
JH	10/07/2022	Review/analyze Defendant's Answers; advise SP re discovery and e-service	0.60	\$750.00	\$450.00
KN	10/08/2022	Review status; review Team emails; review Defendant's answer	0.50	\$950.00	\$475.00
SP	10/10/2022	Reviewed complaint, case notes and communication in Class and PAGA. Revised, finalized and served FROGS, RFA, RFP, SROGS, PMK Depo Notice in Class and PAGA case.	6.40	\$675.00	\$4,320.00
JH	11/29/2022	Advise SP re discovery	0.40	\$750.00	\$300.00
JH	12/07/2022	Review file and status of matter/discovery; correspondence with defense counsel	0.40	\$750.00	\$300.00
JH	12/12/2022	Review file; prepare for and attend meet and confer call with defense counsel; advise team	0.60	\$750.00	\$450.00
JH	12/13/2022	Review and respond to Defendant's correspondence re consolidation	0.50	\$750.00	\$375.00
JH	12/13/2022	Begin reviewing Defendant's discovery responses	1.00	\$750.00	\$750.00
JH	12/14/2022	Continue reviewing Defendant's discovery responses; draft meet and confer correspondence re Class discovery; discuss PAGA discovery with SP and advise	3.00	\$750.00	\$2,250.00
SP	12/14/2022	Review PAGA Discovery. Revise PAGA Discovery. Communication with JSH. Communication with Opposing Counsel re: m&c.	1.60	\$675.00	\$1,080.00
SP	12/15/2022	Met and conferred with Opp counsel re: PAGA	1.30	\$675.00	\$877.50

		discovery. Revised and served PAGA Discovery.			
JH	12/20/2022	Review file; f/u with defense counsel re meet and confer opportunity	0.30	\$750.00	\$225.00
JH	01/09/2023	prepare for and attend meet and confer call with defendant; advise team	1.00	\$750.00	\$750.00
JH	01/16/2023	Review and revise draft PO; circulate to defendant for review	0.80	\$750.00	\$600.00
JH	01/19/2023	Additional meet and confer correspondence with defense counsel	0.40	\$750.00	\$300.00
SP	01/24/2023	Reviewed case file, communications and orders and updated hearing calendar.	0.40	\$675.00	\$270.00
JH	01/25/2023	Prepare for and attend meet and confer call; advise team	1.00	\$750.00	\$750.00
JH	01/26/2023	Draft/revise stip to consolidate; circulate to Defendant for review	0.60	\$750.00	\$450.00
KN	01/28/2023	Review status; review draft stipulation; catch up on emails between Team and Defendant	0.50	\$950.00	\$475.00
SP	02/01/2023	Reviewed case notes, orders and correspondence to prepare for upcoming deadlines.	0.30	\$675.00	\$202.50
JH	02/02/2023	Review file; draft/revise CMC stmt; advise team re filing	0.40	\$750.00	\$300.00
JH	02/03/2023	Correspondence with defense counsel re mediation; advise team	0.40	\$750.00	\$300.00
JH	02/09/2023	Review Defendant's revisions to stip to consolidated; further revise and circulate for execution	0.40	\$750.00	\$300.00
JH	02/10/2023	Review file; draft/revise stip to stay matter pending mediation; circulate to defendant for review	0.80	\$750.00	\$600.00
JH	02/15/2023	Further revise draft consolidated complaint; circulate to defendant for review	0.50	\$750.00	\$375.00
KN	02/18/2023	Review status; review draft consolidated complaint; advise team	0.50	\$950.00	\$475.00
JH	02/20/2023	Review/analyze file; draft Joint CMC stmt; circulate to defendant for review	0.70	\$750.00	\$525.00
JH	02/21/2023	Finalize joint statement for filing; f/u with defense counsel re consolidated complaint	0.40	\$750.00	\$300.00
JH	02/23/2023	Finalize stip to consolidate with draft consolidated complaint; advise team; review defendant's	1.00	\$750.00	\$750.00

		revisions to stipulation to stay pending mediation; further revise as needed			
KN	02/23/2023	Review final stip and consolidated complaint; review revisions to stip to stay; analysis of next steps	0.50	\$950.00	\$475.00
JH	03/07/2023	Review Order granting leave to file complaint; advise team; further revise stip to stay; circulate to Defendant for execution	0.40	\$750.00	\$300.00
JH	03/09/2023	Review Tentative Ruling on CMC; advise team and circulate	0.40	\$750.00	\$300.00
JH	03/11/2023	Review file and status of discovery; assess post- mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
JH	03/15/2023	Review/analyze Order on stip; circulate and advise team	0.30	\$750.00	\$225.00
TM	04/12/2023	Review and Revise: Reviewed file in order to draft Mediation Data Request; Drafted Mediation Data Request.	1.30	\$450.00	\$585.00
JH	04/13/2023	Review and revise draft mediation data request letter; advise TM	0.40	\$750.00	\$300.00
TM	04/13/2023	Review and Analyze: Reviewed and analyzed revisions to mediation data request; revised mediation data request	0.80	\$450.00	\$360.00
SP	04/13/2023	Reviewed and revised Mediation data request. Discussed MDR with TM. Finalized MDR	1.20	\$675.00	\$810.00
SP	04/18/2023	Discussed Mediation Data Request with AJB. Finalized and served Mediation Data Request on Counsel.	0.80	\$675.00	\$540.00
KN	04/22/2023	Review status; review mediation request from Team	0.30	\$950.00	\$285.00
JH	07/13/2023	Review/analyze complaint in related matter to assess potential overlap	0.50	\$750.00	\$375.00
NDB	07/19/2023	Discuss claims and status with related case counsel. Analyze complaints and overlap. Review and revise JPA. Send to Plaintiff for signature. Discuss terms with Plaintiff.	1.70	\$850.00	\$1,445.00
JH	07/28/2023	Follow up correspondence with defense counsel re meet and confer re case issues	0.30	\$750.00	\$225.00
JH	08/01/2023	Review exhibit book; advise AJB re potential employment overlap with prior settlement	0.50	\$750.00	\$375.00
SP	09/11/2023	Reviewed correspondence and case file in anticipation of deadlines. Updated file.	0.60	\$675.00	\$405.00

TM	11/17/2023	Reviewed file and court docket in order to draft joint CMC statement; drafted joint CMC statement.	0.60	\$450.00	\$270.00
TM	11/20/2023	Reviewed file and court docket to draft joint CMC statement; Drafted joint CMC statement in anticipation of upcoming CMC; revised joint CMC statement; email to OPC re joint CMC statement.	1.30	\$450.00	\$585.00
JH	11/20/2023	Review/revise draft CMC stmt; advise TM	0.30	\$750.00	\$225.00
TM	11/21/2023	Email to and from OPC re joint CMC statement; reviewed Defendant's revisions to joint CMC statement.	0.70	\$450.00	\$315.00
JH	11/21/2023	Review defendant's revisions to CMC stmt	0.30	\$750.00	\$225.00
TM	11/22/2023	Finalized and signed Parties' Joint Case Management Conference; Advised HD re filing/ service of CMC statement; email to and from OPC re joint CMC statement.	0.80	\$450.00	\$360.00
HD	11/22/2023	Execute and finalize Proof of Service. Process and submit the Joint Case Management Conference Statement to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	11/24/2023	Review/analyze final joint report	0.30	\$750.00	\$225.00
KN	11/25/2023	Review status; review joint report; catch up on emails to/from Team to monitor progress	0.40	\$950.00	\$380.00
TM	12/01/2023	Email to OPC re Defendant's written discovery responses.	0.30	\$450.00	\$135.00
TM	12/04/2023	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
TM	12/06/2023	Planned and prepared for upcoming Case Management Conference; reviewed tentative ruling re CMC.	0.80	\$450.00	\$360.00
HD	01/05/2024	Receive notice from court re case reassignment. Notify handling attorneys and staff and update file accordingly.	0.20	\$250.00	\$50.00
HD	01/08/2024	Receive and review Court's Notice of Department Relocation. Execute and finalize Proof of Service. Serve Notice on counsel for Defendant.	0.50	\$250.00	\$125.00
SP	01/24/2024	Mediation audit for scheduled mediation.	0.20	\$675.00	\$135.00
TM	01/29/2024	Reviewed Defendant's Notice of Related Cases.	0.20	\$450.00	\$90.00
TM	02/12/2024	Reviewed and analyzed Defendant's Notice of Related Case.	0.20	\$450.00	\$90.00
NDB	02/12/2024	Review sick pay claims under Section 246.	2.90	\$850.00	\$2,465.00

		Analyze off the clock work tasks. Legal research regarding the same. Review court docket and case file.			
NDB	02/16/2024	Review Plaintiff's individual claims. Legal research backpay and other damages. Prepare for mediation.	2.60	\$850.00	\$2,210.00
SP	03/06/2024	Reveiwed calendar, docket and case file for upcoming appearance/deadline. Discussed with team.	0.20	\$675.00	\$135.00
JH	04/01/2024	Review Defendant's mediation data production; update file and advise team	1.00	\$750.00	\$750.00
AB	04/01/2024	Review/analyze file transfer. Review/analyze corr from cocounsel re same. Draft mediation brief.	2.00	\$895.00	\$1,790.00
JH	04/02/2024	Assess status of mediation expert analysis; advise AJB	0.40	\$750.00	\$300.00
TM	04/03/2024	Reviewed and analyzed Defendant's mediation document production.	0.60	\$450.00	\$270.00
NDB	04/03/2024	Review case file. Review court docket. Analyze data produced for mediation purposes. Review and analyze related cases. Legal research regarding meal and rest break claims and class certification issues. Prepare for mediation.	4.40	\$850.00	\$3,740.00
NDB	04/05/2024	Review pay stub exemplars for 226(a) violations and regular rate claims. Legal research regarding the same. Discuss with Plaintiff and obtain background facts for mediation brief.	3.20	\$850.00	\$2,720.00
JH	04/09/2024	Continue reviewing mediation docs and updating exhibit book	1.00	\$750.00	\$750.00
NDB	04/09/2024	Legal research regarding previous settlements with similar workweeks and claims for mediation valuation. Analyze case demographics and class wide payroll data.	2.40	\$850.00	\$2,040.00
SP	04/16/2024	Create 30 Day Mediation Checklist. Create Notes Intake Sheet. Review Documents, organize and save to exhibit book.	4.40	\$675.00	\$2,970.00
SB	04/16/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SP	04/19/2024	Reviewed documents, finalized exhibit book. mediation sheet, case notes intake and documents folder. Discuss with JSH. Call to client.	6.90	\$675.00	\$4,657.50
KN	04/20/2024	Review status; review Team analysis of mediation production; review Exhibit book; analysis of issues	1.00	\$950.00	\$950.00

NDB	04/21/2024	Draft mediation brief. Review and analyze claims. Review previous MOUs for release language.	3.00	\$850.00	\$2,550.00
SP	04/22/2024	Reviewed case and related cases. Discussed with JSH and NJD. Reviewed Mediation Data Request and Document production.	0.90	\$675.00	\$607.50
SB	04/22/2024	Add individual claims to case notes, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
AB	04/22/2024	Review file facts/doc; draft/send memo to team re facts/docs re cocounsel's client / review and analyze cocounsel's case - draft mediation brief.	3.00	\$895.00	\$2,685.00
JH	04/23/2024	Review/analyze updated mediation data	0.30	\$750.00	\$225.00
AB	04/23/2024	Draft mediation brief.	7.00	\$895.00	\$6,265.00
JH	04/24/2024	Review/analyze expert mediation data analysis; correspondence with co-counsel for mediation brief; research related matter and advise AJB	1.40	\$750.00	\$1,050.00
NB	04/24/2024	Review docs, analyze re settlement issues. Advise AJ.	2.75	\$995.00	\$2,736.25
AB	04/24/2024	Review/analyze expert charts. Draft mediation brief.	4.00	\$895.00	\$3,580.00
KN	04/24/2024	Review draft mediation brief and materials; review expert chart; analysis of claims and theories; provide input to AJ	2.00	\$950.00	\$1,900.00
AB	04/25/2024	Finalize and file mediation brief.	5.00	\$895.00	\$4,475.00
SB	04/25/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
KN	04/28/2024	Review final mediation brief and exhibits; review expert analysis; advise AJ	1.50	\$950.00	\$1,425.00
JH	04/29/2024	Review additional mediation data analysis from expert re Plaintiffs' individual analyses; discuss with AJB; review mediation brief/docs and advise re key issues	1.00	\$750.00	\$750.00
SP	04/29/2024	Reviewed case notes, expert analysis and saved to file.	0.80	\$675.00	\$540.00
NB	04/29/2024	Review docs, analyze re settlement issues. advise AJ.	3.00	\$995.00	\$2,985.00
AB	04/30/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
JH	04/30/2024	Review docs in file; research mediation-related issues and advise AJB	1.50	\$750.00	\$1,125.00
SB	04/30/2024	Attend mediation	8.00	\$450.00	\$3,600.00

JH	05/01/2024	Discuss with AJB and ND re outcome of mediation; assess ww value and Kullar analysis	1.00	\$750.00	\$750.00
NB	05/01/2024	Outline settlement approval issues, analyze, advise AJ.	2.50	\$995.00	\$2,487.50
KN	05/01/2024	Review status and AJ report back on mediation and issues; plan next steps	0.50	\$950.00	\$475.00
JH	05/03/2024	Review revised MOU	0.30	\$750.00	\$225.00
AB	05/03/2024	Review/analyze / revise class MOU ; draft / send individual MOUs for the amounts allocated to Plaintiffs represented by Lavi and BNBD.	2.00	\$895.00	\$1,790.00
KN	05/03/2024	Review MOU and revisions thereto; provide input to AJ on settlement issues and compliance	0.50	\$950.00	\$475.00
AB	05/07/2024	Draft/send corr following up w/ MOU. Analyze case deadlines.	1.00	\$895.00	\$895.00
JH	05/10/2024	Review/analyze Defendant's proposed revisions to the 4 MOUs	0.50	\$750.00	\$375.00
AB	05/10/2024	Call w/ cocounsel. Review MOU. Revise MOUs. Circulate MOUs.	3.00	\$895.00	\$2,685.00
KN	05/11/2024	Review revised MOUs; analysis of outstanding issues; memo to AJ	0.75	\$950.00	\$712.50
JH	05/13/2024	Review additional revisions to MOUs	0.30	\$750.00	\$225.00
HD	05/16/2024	Research ROA and review last court order regarding upcoming Case Management Conference. Draft shell Joint Case Management Conference Statement. Forward to Attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
JH	05/16/2024	Review file; draft joint CMC stmt; circulate to defendant for review	0.40	\$750.00	\$300.00
HD	05/16/2024	Execute and finalize Proof of Service. Process and submit Joint CMC Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
NDB	05/16/2024	Review and analyze mediation notes and results. Review MOU terms. Send to Plaintiff for review and signature. Conference with Plaintiff to discuss terms.	1.10	\$850.00	\$935.00
JH	05/28/2024	Review file; advise CJ re CMC; discuss MPA dates with KN	0.40	\$750.00	\$300.00
KN	05/28/2024	Review final MOU; review staff emails; research questions and respond to JH	0.50	\$950.00	\$475.00
JH	05/29/2024	Review MOU; discuss with NBB; research procedural posture of related/settled actions;	2.00	\$750.00	\$1,500.00

		advise team re FAC; begin drafting class longform agreement			
JH	05/30/2024	Continue and finish draft of longform class agreement; circulate to co counsel for review with instructions	2.00	\$750.00	\$1,500.00
CJ	05/30/2024	Review case and claims in prep for CMC, determine cmc continued	0.50	\$550.00	\$275.00
KN	06/01/2024	Review first draft of Agreement circulated by JH	0.75	\$950.00	\$712.50
TM	06/02/2024	Reviewed Court's tentative ruling re CMC.	0.20	\$450.00	\$90.00
JH	06/03/2024	Review MOU; request administrative bids from potential TPAs	0.40	\$750.00	\$300.00
HD	06/04/2024	Draft Stipulation for leave to file a First Amended Consolidated Complaint. Forward to attorney Herman for review and finalization.	1.00	\$250.00	\$250.00
AB	06/05/2024	Review/analyze co-counsel's edits to long form.	2.00	\$895.00	\$1,790.00
JH	06/05/2024	Review co-counsel's proposed revisions to the class longform; draft individual longform for plaintiff Huffman	2.50	\$750.00	\$1,875.00
JH	06/06/2024	Corresp. with co-counsel and defense counsel re MPA hearing dates	0.40	\$750.00	\$300.00
KN	06/06/2024	Review draft agreement and comments from co-counsel; analysis of issues and review for approval compliance; memo to JH	2.00	\$950.00	\$1,900.00
JH	06/06/2024	Discuss co-counsels' revisions to longform; further revise and circulate	1.00	\$750.00	\$750.00
JH	06/10/2024	F/u with co-counsel re longform; additional corresp with defense counsel re approval process deadlines and dates	0.70	\$750.00	\$525.00
KN	06/10/2024	Review emails; analysis of issues; respond to JH	0.50	\$950.00	\$475.00
JH	06/11/2024	Multiple corresp with defense counsel, co-counsel and KN re MPA hearing date	0.50	\$750.00	\$375.00
SP	06/11/2024	Followed up on Complaints for the FACARAC.	0.30	\$675.00	\$202.50
KN	06/11/2024	Review status; discuss with JH	0.25	\$950.00	\$237.50
JH	06/18/2024	Review/revise draft FAC; advise SP	1.00	\$750.00	\$750.00
KN	06/19/2024	Review emails; review revisions to the FAC	0.50	\$950.00	\$475.00
AB	06/20/2024	Review / analyze Proposed Stipulation for Leave to File the First Amended Class and Representative Action Complaint ("FAC"), along with the FAC and Compare documents in .pdf	2.00	\$895.00	\$1,790.00

		format			
SP	07/07/2024	Review, revise and finalize FAC. Discussed with JSH.	1.30	\$675.00	\$877.50
JH	07/08/2024	Review file; f/u with defense counsel re revisions to longform	0.30	\$750.00	\$225.00
KN	07/10/2024	Review Defendant's revisions to amended complaint; review revisions to the draft Agreement; analysis of issue; advise staff	1.00	\$950.00	\$950.00
SP	07/10/2024	Reviewed Defendant's Redlines to FAC. Revised FAC. Discussed with JSH, KN and NJD. Finalized FAC and created compare document. Sent FAC and Compare Document to Opp. Counsel for approval.	3.40	\$675.00	\$2,295.00
JH	07/10/2024	Review/analyze Defendant's voluminous revisions to class longform; discuss with KN	2.00	\$750.00	\$1,500.00
JH	07/16/2024	Review/analyze Defendant's additional revisions to proposed FAC; advise SP	0.50	\$750.00	\$375.00
SP	07/16/2024	Reviewed correspondence and revised and finalized First Amended Complaint and sent to Opp Counsel.	0.70	\$675.00	\$472.50
KN	07/16/2024	Review final FAC	0.50	\$950.00	\$475.00
SP	07/22/2024	Corresponded with Opp Counsel. Reviewed and revised redlined stipulation. Finalized and arranged for service and filing of stipulation for filing FAC and Exhibits.	1.40	\$675.00	\$945.00
HD	07/23/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation For Leave to File Plaintiff's First Amended Consolidated Complaint to court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
TM	07/30/2024	Review file; draft declaration of Plaintiff Erik Huffman re preliminary approval of class settlement/service award request; email to client re draft declaration.	2.50	\$450.00	\$1,125.00
SP	07/30/2024	Reviewed correspondence and Court docket re: Proposed order to file FAC.	0.30	\$675.00	\$202.50
SP	07/30/2024	Reviewed Order for Dismissal and corresponded with team.	0.20	\$675.00	\$135.00
HD	08/01/2024	Obtain and download Order for Leave to file a First Amended Consolidated Complaint. Forward to handling attorney and appropriate staff.	0.30	\$250.00	\$75.00
SP	08/01/2024	Reveiwed Court Order. Reviewed and revised First Amended Complaint and prepared for filing.	0.50	\$675.00	\$337.50

Requested Dismissal draft.					
HD	08/01/2024	Draft Plaintiff's Request for Dismissal of the PAGA Claims Without Prejudice. Forward to attorney Puche for review and finalization.	0.50	\$250.00	\$125.00
TM	08/05/2024	Emails to and from client re declaration ISO preliminary approval.	0.80	\$450.00	\$360.00
TM	08/05/2024	Reviewed Client's signed declaration; advised team re status of declaration.	0.20	\$450.00	\$90.00
KN	08/07/2024	Review draft agreement and Def's revisions; review issues raised by JH; analysis of settlement issues and revisions; memo to JH as to what to fix and how.	2.50	\$950.00	\$2,375.00
SP	08/08/2024	Reveiwed orders and docket. Reviewed, revised and finalized Request for Dismissal. Arranged for Filing.	0.70	\$675.00	\$472.50
JH	08/08/2024	Review KN comments on Defendant's revisions; further revise longform and circulate to co-counsel for review	1.00	\$750.00	\$750.00
SP	08/09/2024	Corresponded with team. Reveiwed court order. Revised and finalized Request for Dismissal of PAGA Case Without prejudice and arranged for service and filing.	0.70	\$675.00	\$472.50
HD	08/09/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Request for Dismissal of the PAGA Claims Without Prejudice to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	08/14/2024	Review file and corresp; f/u with co-counsel re settlement agreements	0.30	\$750.00	\$225.00
HD	08/14/2024	Review status of case and ROA. Review court order re Notice of CMC . Draft shell Joint CMC Statement and forward to attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
JH	08/15/2024	Review Co-counsels additional proposed revisions to longform; discuss with KN	0.50	\$750.00	\$375.00
JH	08/15/2024	Review file; draft joint report; circulate to defense counsel and co-counsel for review; finalize and prepare for filing	0.70	\$750.00	\$525.00
HD	08/15/2024	Execute and finalize Proof of Service. Process and submit Joint CMC Statement to Court for filing via One Legal and serve via email. Submit Joint CMC to court via email per court order.	0.50	\$250.00	\$125.00
KN	08/15/2024	Review additional revisions to Agreement; advise JH; review draft joint report and status of settlement	1.00	\$950.00	\$950.00

KN	08/16/2024	Analysis of settlement issue; respond to NBB questions about class period and escalator issues	0.50	\$950.00	\$475.00
KN	08/19/2024	Review revised Agreement; memo regarding final issues to address	1.50	\$950.00	\$1,425.00
KN	08/19/2024	Draft exhibits to settlement agreement; review prior rulings from Judge; email co-counsel	4.00	\$950.00	\$3,800.00
JH	08/19/2024	Review/analyze draft exhibits to longform	0.40	\$750.00	\$300.00
JH	08/22/2024	Review corresp. from defense counsel re longform agreements	0.30	\$750.00	\$225.00
SP	08/22/2024	Reveiwed correspondence re settlement agreement with JSH.	0.40	\$675.00	\$270.00
JH	08/23/2024	Review co-counsel's individual agreements to ensure conformity	0.50	\$750.00	\$375.00
KN	08/23/2024	Review status of settlement; discuss issues with staff and AJ	0.75	\$950.00	\$712.50
HD	08/29/2024	Obtain and review Tentative ruling regarding 08/29/2024 CMC. Circulate to staff and advise no appearance required CMC continued to 12/13/2024 at 10:30 a.m in Dept 22. Upload and save tentative to the electronic file.	0.30	\$250.00	\$75.00
JH	09/03/2024	Review/analyze Defendant's revisions to individual agreement; further revise and discuss with ND	1.00	\$750.00	\$750.00
JH	09/04/2024	Further discuss individual agreement with ND; circulate revised version to defense counsel for review; revise Defendant's further revisions to class agreement and discuss with KN	1.00	\$750.00	\$750.00
JH	09/16/2024	Further discuss with co-counsel and KN re Defendant's addition revisions to longform agreement	0.60	\$750.00	\$450.00
KN	09/16/2024	Analysis of settlement agreement issues; review Def revisions; review emails from co-counsel and memo from JH; respond to issues.	2.00	\$950.00	\$1,900.00
JH	09/17/2024	Further discuss revised agreement with KN; further revise and circulate to defendant	0.70	\$750.00	\$525.00
JH	09/23/2024	Corresp with defense counsel and co-counsel re MOU/final agreement terms; discuss with KN, NBB, and AJB	0.50	\$750.00	\$375.00
AB	09/23/2024	Review/analyze disputes between counsel on long form. Discuss w/ partner / team.	3.00	\$895.00	\$2,685.00
JH	09/25/2024	Discuss with co-counsel re longform agreement; advise team	0.40	\$750.00	\$300.00

KN	09/25/2024	Analysis of settlement issues; review emails and MOU; discuss with JH	1.00	\$950.00	\$950.00
JH	10/04/2024	Call with mediator re issue with longform language; advise KN and NBB	0.50	\$750.00	\$375.00
JH	10/16/2024	Review/analyze Defendant's further revisions to longform agreements; discuss with KN and ND	0.70	\$750.00	\$525.00
KN	10/16/2024	Review status of settlement; revise revised agreement; advise JH	1.00	\$950.00	\$950.00
HD	10/21/2024	Review ROA for hearing information on MSC. Email correspondence to attorney Herman regarding the Hearing being vacated.	0.20	\$250.00	\$50.00
JH	10/29/2024	Further discuss Defendant's proposed revisions with KN; discuss w co-counsel	0.50	\$750.00	\$375.00
KN	10/30/2024	Review draft agreement and revisions thereto; review issues from JH; analysis of settlement issues and compare with MOU; advise JH	1.50	\$950.00	\$1,425.00
JH	10/30/2024	Further discuss with co-counsel re Defendant's longform revisions; review co-counsel's additional revisions and circulate to defense counsel	0.50	\$750.00	\$375.00
JH	11/05/2024	Review additional longform issues raised by Defendant; discuss with KN; corresp w co-counsel re same	1.00	\$750.00	\$750.00
KN	11/05/2024	Review revised settlement agreement; analysis of remaining issues; memo to JH	1.00	\$950.00	\$950.00
JH	11/11/2024	Additional corresp w co-counsel and defense counsel; further revise and circulate agreement to all parties to confirm it is ready for execution	0.50	\$750.00	\$375.00
NDB	11/12/2024	Review Individual settlement agreement for conformity with MOU terms. Send agreement to Plaintiff for review and signature. Conference with Plaintiff to discuss terms and process of settlement approval. Review court docket and case file.	1.00	\$850.00	\$850.00
JH	11/13/2024	Review agreement signed by Plaintiff; circulate to KN and advise	0.30	\$750.00	\$225.00
NDB	11/13/2024	Review long form settlement agreement for conformity with MOU terms. Send agreement to Plaintiff for review and signature. Follow up for signature	0.60	\$850.00	\$510.00
JH	11/19/2024	Discuss with KN; circulate plaintiffs' executed agreement; f/u re agreement exhibits	0.30	\$750.00	\$225.00
HD	11/19/2024	Email Correspondence to Court Clerk to reserve a date for the Motion for Preliminary Approval.	0.20	\$250.00	\$50.00

KN	11/19/2024	Review issues; discuss with JH	0.30	\$950.00	\$285.00
SP	11/20/2024	Reviewed calendar and docket for appearance/ deadline. Discussed with team.	0.20	\$675.00	\$135.00
JH	11/25/2024	Review file; draft joint CMC stmt; circulate to all counsel for review; review revisions and finalize for filing	0.60	\$750.00	\$450.00
HD	11/26/2024	Execute and finalize Proof of Service. Process and submit Joint CMC Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	12/13/2024	Appear for CMC; advise team	0.40	\$750.00	\$300.00
TM	12/16/2024	Reviewed Court's order re CMC.	0.20	\$450.00	\$90.00
KN	02/06/2025	Review Def revisions to the exhibits; review and revise exhibits; finalize exhibits and email Def.	1.50	\$950.00	\$1,425.00
KN	02/06/2025	Prepare approval outline	0.50	\$950.00	\$475.00
KN	02/07/2025	Draft motion for preliminary approval; analysis of issues and Kullar valuation; review notes from staff and AJ	5.50	\$950.00	\$5,225.00
KN	02/07/2025	Prepare redlines to proposed order; memo to Admin re declaration; memo to co-counsel regarding declarations	1.00	\$950.00	\$950.00
KN	02/14/2025	Review status and emails; memo to co-counsel; email follow up to Def; work on motion issues and compare to checklist	1.00	\$950.00	\$950.00
TM	02/17/2025	Reviewed file; Discussed matter with team.	0.40	\$450.00	\$180.00
KN	02/17/2025	Draft declaration ISO Motion for Prelim; prepare list to address all checklist items; review Memorandum per Def comments	7.50	\$950.00	\$7,125.00
SP	02/17/2025	Reveiwed and analyzed correspondence. Searched and located dismissal paperwork in the Huffman case. Discussed remaining dismissals with TM and KN.	0.40	\$675.00	\$270.00
KN	02/18/2025	Review and revise motion for prelim; update proposed order	2.00	\$950.00	\$1,900.00
KN	02/18/2025	Finalize motion; prepare exhibits and finalize declaration; file and serve motion; serve LWDA; emails with Defendant and co-counsel	2.75	\$950.00	\$2,612.50
JH	02/18/2025	Review co-plaintiff decl. in support of MPA; review final draft of motion	0.50	\$750.00	\$375.00
KN	02/19/2025	Review emails and filed documents; download filed motion papers; register for notifications	0.40	\$950.00	\$380.00

JH	02/26/2025	Review file; draft joint report; circulate to all counsel for review	0.40	\$750.00	\$300.00
KN	03/14/2025	Review docket and review tentative ruling; analysis of next steps; email Def	0.50	\$950.00	\$475.00
KN	03/14/2025	Review filed documents and signed Order; memo to Admin with documents and instructions	0.50	\$950.00	\$475.00
KN	03/20/2025	review status; serve order on LWDA	0.25	\$950.00	\$237.50
KN	04/08/2025	Analysis of escalator issue; review emails; perform calculations; respond to Def on the issue	0.75	\$950.00	\$712.50
KN	04/09/2025	Double check figures; respond to Defendant; email with co-counsel	0.30	\$950.00	\$285.00
KN	05/30/2025	Review status and emails; advise JH; analysis of current issues	0.50	\$950.00	\$475.00
JH	06/02/2025	Review updated settlement admin bid and preliminary calculations; discuss with KN	0.30	\$750.00	\$225.00
HD	06/02/2025	Discussion with attorney Nordrehaugh and Herman regarding continuing the Motion for final approval to early September. Prepare and send email correspondence to department 22 requesting September 05, 2025 for the final approval motion continuance.	0.30	\$250.00	\$75.00
JH	06/05/2025	Discuss matter with KN and NBB; advise SP; review/revise joint stip to continue MFA hearing; multiple corresp w Settlement Admin re revised timeline and admin budget	2.00	\$750.00	\$1,500.00
HD	06/05/2025	Prepare and send email follow up correspondence to court (Dept 22) regarding request for new Final Approval Hearing date.	0.20	\$250.00	\$50.00
HD	06/05/2025	Edit, execute and finalize Proof of Service. Process and submit Joint Stipulation to Continue Final Approval Hearing Date and Adjust Administration Expenses Payment and Proposed Order to Court for filing via One Legal and serve via email. Email court department with courtesy copy.	0.50	\$250.00	\$125.00
KN	06/05/2025	Work on issues regarding delay and continuance; review prior emails; discuss with JH and NBB	1.00	\$950.00	\$950.00
KN	06/06/2025	Review Admin email and revise timeline; review formatted class notice; respond to Admin	0.60	\$950.00	\$570.00
TM	06/19/2025	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
KN	06/30/2025	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	07/17/2025	Review Admin email; review weekly report	0.20	\$950.00	\$190.00

JH	07/21/2025	Review preliminary approval order; further review settlement agreement; discuss with KN; draft notice of motion for MFA/Fee brief; begin drafting memorandum in support of motion	0.80	\$750.00	\$600.00
JH	07/22/2025	Continue and finish drafting MFA/Fee Motion memorandum; discuss with KN and circulate for review; analyze costs and fees for loadstar analysis; corresp. w co-counsel re same	2.80	\$750.00	\$2,100.00
JH	07/24/2025	Review Sacramento Sup. Ct guidelines for class action settlement; discuss with KN; cross-reference to draft MFA/Fee Motion; revise accordingly and advise KN	1.30	\$750.00	\$975.00
KN	07/24/2025	Review status; analysis of issues raised by JH; advise JH	0.75	\$950.00	\$712.50
JH	07/25/2025	Discuss with co-counsel re declarations in support of MFA/Fee Mtn	0.40	\$750.00	\$300.00
TM	07/27/2025	Email from TPA re settlement report; reviewed settlement report.	0.30	\$450.00	\$135.00
TM	07/31/2025	Email from TPA re settlement report; reviewed TPA's settlement report.	0.30	\$450.00	\$135.00
KN	07/31/2025	Review Admin email and status; review weekly report	0.20	\$950.00	\$190.00
KN	08/04/2025	Work on motion for final approval; research issue; analysis of issues; review and revise motion for final approval; update proposed order; email Defendant; email co-counsel	3.30	\$950.00	\$3,135.00
JH	08/05/2025	Review KN revisions to draft MFA/Fee Motion memorandum; discuss with KN; further review agreement, MPA Order, and Sacramento Complex Guidelines for final approval; discuss with co-counsel re declarations; assess combined loadstar and costs; discuss with HD re paralegal credentials; review final numbers and discuss with admin; draft declaration in support of motion; circulate to KN for review and advise	3.40	\$750.00	\$2,550.00
JH	08/06/2025	Review co-counsel's declaration in support of final approval	0.30	\$750.00	\$225.00
KN	08/06/2025	Correct issues in motion; emails with co-counsel and staff; review co-counsel's draft declaration; check for compliance with guidelines; respond to co-counsel	1.00	\$950.00	\$950.00
KN	08/07/2025	Email with Defense counsel; review email and decl from co-counsel; respond; update outline	0.40	\$950.00	\$380.00
HD	08/07/2025	Update, Edit and Finalize Table of Contents and Table of Authorities for Motion for Final Approval	1.00	\$250.00	\$250.00

of Class Settlement and Award of Attorneys Fees.					
JH	08/08/2025	Review final report re opt-outs; f/u with admin re decl; compare to draft MFA/Fee motion	0.30	\$750.00	\$225.00
KN	08/08/2025	Review emails; update proposed order; review co-counsel declaration	0.50	\$950.00	\$475.00
KN	08/09/2025	Review and revise declaration; review and prepare final exhibits; review guidelines and note issues to address	1.50	\$950.00	\$1,425.00
KN	08/11/2025	Review and revise motion for final approval; update motion with final figures; prepare final documents and finalize motion for final approval; file and serve motion; serve LWDA	4.00	\$950.00	\$3,800.00
Quantity Subtotal				340.8	
Services Subtotal				\$265,221.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/01/2022	PAGA filing fee	1.00	\$75.00	\$75.00
Expense	07/08/2022	Onelegal/Filing Fee	1.00	\$1,642.05	\$1,642.05
Expense	07/08/2022	Onelegal/Filing Fee	1.00	\$519.90	\$519.90
Expense	09/14/2022	Onelegal Fee/Filing Fee	1.00	\$114.02	\$114.02
Expense	09/15/2022	Onelegal Fee/Filing Fee	1.00	\$114.02	\$114.02
Expense	02/14/2023	Mediation Fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	02/17/2023	One Legal Invoice No. 04760574	1.00	\$149.28	\$149.28
Expense	03/02/2023	One Legal Invoice No 04797194	1.00	\$432.39	\$432.39
Expense	03/07/2023	One Legal Invoice No. 04809093	1.00	\$114.27	\$114.27
Expense	03/14/2023	One Legal Invoice No. 04828352	1.00	\$128.69	\$128.69
Expense	03/16/2023	One Legal Invoice No. 04835775	1.00	\$136.15	\$136.15
Expense	03/20/2023	One Legal Invoice No. 04843221	1.00	\$128.69	\$128.69
Expense	12/06/2023	One Legal Invoice No.05549744	1.00	\$92.66	\$92.66
Expense	05/07/2024	Berger Consulting Fee	1.00	\$10,400.00	\$10,400.00
Expense	07/23/2024	One Legal Invoice No. 06221026	1.00	\$39.02	\$39.02
Expense	08/06/2024	One Legal/Court Fees	1.00	\$18.43	\$18.43

Expense	08/06/2024	One Legal Invoice No. 06259146	1.00	\$18.43	\$18.43
Expense	08/09/2024	One Legal/Court Fees	1.00	\$18.43	\$18.43
Expense	08/09/2024	One Legal Invoice No. 06271005	1.00	\$18.43	\$18.43
Expense	08/15/2024	One Legal Invoice No. 06289509	1.00	\$18.43	\$18.43
Expense	08/15/2024	One Legal Invoice No. 06289742	1.00	\$18.43	\$18.43
Expense	11/26/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	02/19/2025	Filing fee - motion; one legal	1.00	\$84.10	\$84.10
Expense	02/19/2025	One legal delivery charge	1.00	\$87.76	\$87.76
Expense	02/27/2025	One Legal/Court Fees	1.00	\$21.11	\$21.11
Expense	06/06/2025	One Legal/Court Fees	1.00	\$42.80	\$42.80
Expense	08/10/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal					\$27,511.54

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	44.0	\$895.00	\$39,380.00
Norm Blumenthal	8.25	\$995.00	\$8,208.75
Scott Blumenthal	18.4	\$450.00	\$8,280.00
Nicholas De Blouw	49.2	\$850.00	\$41,820.00
Ricardo Ehmann	18.6	\$675.00	\$12,555.00
Jeffrey Herman	69.2	\$750.00	\$51,900.00
Charlotte James	0.5	\$550.00	\$275.00
Trevor Moran	13.2	\$450.00	\$5,940.00
Kyle Nordrehaug	73.25	\$950.00	\$69,587.50
Sergio Puche	37.0	\$675.00	\$24,975.00
Heather Drosi	9.2	\$250.00	\$2,300.00
Quantity Total			340.8
Subtotal			\$292,732.79
Total			\$292,732.79

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/10/2025	\$292,732.79	\$0.00	\$292,732.79
Outstanding Balance				\$292,732.79
Total Amount Outstanding				\$292,732.79

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

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Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ERIK HUFFMAN, NAJUAH MUDAHY, INA
ROSSON, JOANNE RODELLE LAWHORN
and MANUAL JOSEPH ORTEGON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated and on
behalf of the State of California, as private
attorney general,

Plaintiffs,

v.

CENTENE MANAGEMENT COMPANY
LLC, a Limited Liability Company; and DOES
1 through 50, inclusive,

Defendants.

Case No. 34-2022-00322629

*[Assigned to the Hon. Lauri A. Damrell, Dept
28]*

**DECLARATION OF ERIK HUFFMAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Lauri A. Damrell

Dept.: 22

Action Filed: June 29, 2022

1 I, Erik Huffman, declare as follows:

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

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

7 3. I worked for the defendant Centene Management Company (“Centene”) in California from
8 November of 2020 to December of 2021, and during that time period I was classified by Centene
9 as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I was forced to
18 work off the clock due to time spent booting up computers and logging into, and out of, Centene’s
19 computer system, and by Centene’s policy of requiring I arrive to work fifteen minutes prior to my
20 shifts to undergo off-the-clock COVID-19 medial screenings. I also did not always receive
21 compliant meal breaks as I was required to clock out and continue to work – and when these
22 violations occurred, I did not receive all break penalty payments I was entitled to. Further, I was
23 not reimbursed for the use of my personal cell phone which was an essential tool necessary to
24 perform my job duties.

25 6. I spoke to my attorneys several times and discussed how Centene implemented its company
26 policies and procedures. I also assisted my attorneys in their investigation into my claims by
27 providing them documents and answering their questions. I reviewed the complaint before it was
28 filed and was given access to an electronic file sharing program that alerted me via email when

1 important documents were filed so that I could review them and keep up with the developments in
2 the case which I understood was one of my duties as a class representative. I could also access court
3 filings from this case on my attorney's law firm website. Also, I was informed that Centene had
4 the right to take my deposition, and that the preparation and deposition itself could take multiple
5 days. Although my deposition was not taken, I feel I would have been adequately prepared and
6 comfortable to give testimony on my experiences.

7 7. Even though this action is in the process of settling, I was and remain prepared to perform
8 all the duties of a class representative. I understand that as a class representative I have assumed a
9 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have
10 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class
11 members and surrender any right to compromise the group action for an individual gain.

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

17 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
18 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
19 or part of the attorney fees and costs paid by Centene to defend this lawsuit. Also, I knew there was
20 a risk that future employers, if they ever find out about this lawsuit, could hold it against me or
21 downgrade me as a potential hire. As one of the named Plaintiffs in this case it would not be difficult
22 for a future employer to become aware that I sued a former employer for labor law violations.
23 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of
24 others regardless of the risks, time and effort I spent on this case.

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

28 11. A mediation took place on April 30, 2024, with Tripper Ortman, a well-respected and

1 experienced mediator of wage and hour class actions. After the mediation the parties were able to
2 come to an agreement to settle the action. I communicated with my attorneys regarding the terms
3 of the settlement which was reached between the parties and understood that I was representing
4 absent class members and therefore wanted the best possible result to be obtained for the class
5 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
6 signed the Memorandum of Understanding on May 15, 2024. When the final settlement agreement
7 is ready, I intend to review it closely before signing.

8 12. I have been actively involved with this lawsuit performing the duties described above.
9 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
10 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
11 settlement process. I estimate that I spent approximately 30-40 hours working on this case up until
12 this point. I believe I have been diligent and have done what is expected of a named plaintiff and a
13 proposed class representative to date, and will continue to do so. I have and always will maintain
14 the best interest of the class members.

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

19 14. I believe I did the right thing by filing this case on behalf of the class members who, subject
20 to court approval, are in line to receive monetary payments as a result of this case and settlement.
21 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel
22 significant personal satisfaction to know that I played a role in the class members being entitled to
23 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class
24 representative service award of \$10,000 from the settlement is fair compensation for the work I
25 performed and the risks I undertook.

26 15. As part of the settlement, it was necessary for me to sign a general release of claims I may
27 have against Centene. I believe the class representative service payment I have requested provides
28 me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Centene costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a class representative service payment is fair and reasonable.

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

Executed on Aug 5, 2024, at Roseville, CA.
(city, state)



Erik Huffman (Aug 5, 2024 07:17 HST)

Erik Huffman

EXHIBIT #6

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Attorneys for Plaintiff NAJUAH MUDAHY,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIK HUFFMAN, NAJUAH MUDAHY, INA
ROSSON, JOANNE RODELLE LAWHORN
and MANUAL JOSEPH ORTEGON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated and on
behalf of the State of California, as private
attorney general,

Plaintiffs,

v.

CENTENE MANAGEMENT COMPANY LLC,
a Limited Liability Company; HEALTH NET,
LLC, a Limited Liability Company and DOES 1
through 50, inclusive,

Defendants

Case No.: 34-2022-00322629

*[Assigned to the Hon. Lauri A. Damrell, Dept.
22]*

**DECLARATION OF NAJUAH MUDAHY
IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

**DECLARATION OF NAJUAH MUDAHY IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DECLARATION OF NAJUAH MUDAHY

I, Najuah Mudahy, declare:

1. I am over the age of 18 and am a named Plaintiff and class representative in this matter. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. This declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement in this matter.

3. I worked for Defendants Centene Management Company LLC and Health Net, LLC ("Defendants"), as a non-exempt employee from approximately November 7, 2016 to July 12, 2022.

4. From the time of the filing of the lawsuit, I have understood that this is a class action lawsuit where I represent the interests of all individuals who were employed by Defendants in California and classified as non-exempt employees at any time during the Class Period, excluding all those who previously released their claims in prior settlements, except for Plaintiff Erik Huffman (the "Class Members").

5. I believe while working for Defendants, I and all Class Members were subject to the same policies and procedures regarding payment of minimum and overtime wages, meal breaks, payment of meal break premium wages, rest breaks, payment of rest break premium wages, reimbursement of business expenses, wage statements, and final payment of wages. I believe that the claims of all Class Members are identical to mine because Defendants' policies and procedures applied to all of us.

6. I understand that I must continue to consider and protect the interests all Class Members. I have been protecting the rights of myself and all Class Members since approximately September 2022 when first I started looking for an attorney before this lawsuit was filed. I have been and continue to place the interest of all Class Members above my own. I do not have a conflict with the members of the Class I seek to represent.

7. I provided information and been available to my attorneys since approximately

1 September 2022 when I was searching for my attorney. I have helped and been willing to support
2 the lawsuit in any way I can for the last approximately 29 months since September 2022 when I
3 began searching for an attorney for the claims in this lawsuit. I have searched for an attorney, met
4 with my attorneys to see if they would represent me, met with my attorneys to discuss the
5 Defendants' policies, procedures, and practices for clocking in and out, paying wages for the hours
6 that we worked, payment of commissions and bonuses, providing meal breaks, providing rest
7 breaks, payment of premium wages, reimbursement of business expenses, wage statements, and
8 final payment of wages. I spent time searching for policies and procedures that were given to me
9 during my employment, any timecards I had, any pay stubs I had, W2s, and other documents
10 related to my employment. I produced all the documents to my attorneys. I responded to almost all
11 of my attorneys' telephone calls and interviews and I met with them in person and/or
12 telephonically to discuss any questions they had about my employment, Defendants' policies and
13 procedures, Defendants' paying of minimum and overtime wages, Defendants' providing of meal
14 and rest breaks, paying premium wages, providing wage statements, or the documents I had
15 provided to them. I made myself available during the mediation session. Once the settlement
16 agreement was finalized, I conferred with my attorneys on multiple occasions to review and
17 discuss the agreement before signing.

18 8. I also understand that in the event this matter proceeds to trial, I must come to court
19 to participate in the trial. I will come to court if I am needed and have been ready to perform any
20 responsibility that is necessary for this lawsuit. I know that I took a risk by filing this lawsuit
21 because if I lost, I would have to pay for all the costs incurred by the Defendants in the lawsuit. I
22 also have the risk of losing income for any time that I would have to spend fulfilling my
23 responsibilities including having to attend the trial. I also believe I have taken a risk by filing this
24 lawsuit because my employers in the future may find out that I sued my employer, and they may
25 not like it. The other employees will be receiving money from this lawsuit and they have not had
26 to file a lawsuit, look for an attorney, or take the risks that I have had to take.

27 9. I understand that the settlement we have reached in this case must be approved by
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the Court and I must protect the interests of all Class Members.

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

Executed this 18 day of February 2025, at Los Angeles, California.

Najuah Mudahy

NM

EXHIBIT #7

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Attorneys for Plaintiff INA ROSSON,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIK HUFFMAN, NAJUAH MUDAHY, INA
ROSSON, JOANNE RODELLE LAWHORN
and MANUAL JOSEPH ORTEGON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated and on
behalf of the State of California, as private
attorney general,

Plaintiffs,

v.

CENTENE MANAGEMENT COMPANY LLC,
a Limited Liability Company; HEALTH NET,
LLC, a Limited Liability Company and DOES 1
through 50, inclusive,

Defendants

Case No.: 34-2022-00322629

*[Assigned to the Hon. Lauri A. Damrell, Dept.
22]*

**DECLARATION OF INA ROSSON IN
SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

DECLARATION OF INA ROSSON

I, Ina Rosson, declare:

1. I am over the age of 18 and am a named Plaintiff and class representative in this matter. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. This declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement in this matter.

3. I have worked for Defendants Centene Management Company LLC and Health Net, LLC ("Defendants"), as a non-exempt employee since approximately January 2007 to present.

4. From the time of the filing of the lawsuit, I have understood that this is a class action lawsuit where I represent the interests of all individuals who were employed by Defendants in California and classified as non-exempt employees at any time during the Class Period, excluding all those who previously released their claims in prior settlements, except for Plaintiff Erik Huffman (the "Class Members").

5. I believe while working for Defendants, I and all Class Members were subject to the same policies and procedures regarding payment of minimum and overtime wages, meal breaks, payment of meal break premium wages, rest breaks, payment of rest break premium wages, reimbursement of business expenses, wage statements, and final payment of wages. I believe that the claims of all Class Members are identical to mine because Defendants' policies and procedures applied to all of us.

6. I understand that I must continue to consider and protect the interests all Class Members. I have been protecting the rights of myself and all Class Members since approximately January 2023 when first I started looking for an attorney before this lawsuit was filed. I have been and continue to place the interest of all Class Members above my own. I do not have a conflict with the members of the Class I seek to represent.

7. I provided information and been available to my attorneys since approximately

1 January 2023 when I was searching for my attorney. I have helped and been willing to support the
2 lawsuit in any way I can for the last approximately 25 months since January 2023 when I began
3 searching for an attorney for the claims in this lawsuit. I have searched for an attorney, met with
4 my attorneys to see if they would represent me, met with my attorneys to discuss the Defendants'
5 policies, procedures, and practices for clocking in and out, paying wages for the hours that we
6 worked, payment of commissions and bonuses, providing meal breaks, providing rest breaks,
7 payment of premium wages, reimbursement of business expenses, wage statements, and final
8 payment of wages. I spent time searching for policies and procedures that were given to me during
9 my employment, any timecards I had, any pay stubs I had, W2s, and other documents related to
10 my employment. I produced all the documents to my attorneys. I responded to almost all of my
11 attorneys' telephone calls and interviews and I met with them in person and/or telephonically to
12 discuss any questions they had about my employment, Defendants' policies and procedures,
13 Defendants' paying of minimum and overtime wages, Defendants' providing of meal and rest
14 breaks, paying premium wages, providing wage statements, or the documents I had provided to
15 them. I made myself available during the mediation session. Once the settlement agreement was
16 finalized, I conferred with my attorneys on multiple occasions to review and discuss the agreement
17 before signing.

18 8. I also understand that in the event this matter proceeds to trial, I must come to court
19 to participate in the trial. I will come to court if I am needed and have been ready to perform any
20 responsibility that is necessary for this lawsuit. I know that I took a risk by filing this lawsuit
21 because if I lost, I would have to pay for all the costs incurred by the Defendants in the lawsuit. I
22 also have the risk of losing income for any time that I would have to spend fulfilling my
23 responsibilities including having to attend the trial. I also believe I have taken a risk by filing this
24 lawsuit because my employers in the future may find out that I sued my employer, and they may
25 not like it. The other employees will be receiving money from this lawsuit and they have not had
26 to file a lawsuit, look for an attorney, or take the risks that I have had to take.

27 9. I understand that the settlement we have reached in this case must be approved by
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the Court and I must protect the interests of all Class Members.

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

Executed this 17 day of February 2025, at Sacramento, California.

Ina Rosson

EXHIBIT #8

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Attorneys for Plaintiffs Joanne Rodelle Lawhorn,
and Joseph Ortegon, on behalf of themselves and
all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIK HUFFMAN, NAJUAH
MUDAHY, INA ROSSON, JOANNE
RODELLE LAWHORN and MANUAL
JOSEPH ORTEGON, individuals, on
behalf of themselves and on behalf of all
persons similarly situated and on behalf
of the State of California, as private
attorney general,

Plaintiffs,

vs.

CENTENE MANAGEMENT
COMPANY LLC, a Limited Liability
Company; HEALTH NET, LLC, a
Limited Liability Company and DOES 1
through 50, inclusive,

Defendants.

Case No. 34-2022-00322629

[Assigned for all purposes to the Hon. Lauri A.
Damrell - Dept. 22]

**DECLARATION OF JOANNE RODELLE
LAWHORN**

DECLARATION OF JOANNE RODELLE LAWHORN

I, Joanne Rodelle Lawhorn, declare as follows:

1. I am one of the Plaintiffs and proposed Class Representatives in the matter styled, *Huffman, et al v. Centene Management Company LLC, et al*, Case No. 34-2022-00322629. I know the facts declared herein to be true of my own personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant Centene from on or about January 2018 through on or about February 4, 2022, and occupied a non-exempt position as an analyst.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Defendant Centene, James Hawkins APLC informed me of the advantages and disadvantages of litigation, and of my responsibilities as both a Plaintiff and a Class Representative.

4. By deciding to litigate my claims as part of this class action, I agreed to pursue not only my own potential wage and hour claims, but the claims of all similarly situated employees, and to put the interests of the class ahead of my own. I pledged to participate actively in the lawsuit.

5. As a Class Representative, I am aware that I represent the interest of the class members in this litigation and of my fiduciary duty to the putative class members. I am not aware of any interests adverse to the interests of the proposed class members, and I am, and have been, committed to vigorously prosecuting the case on behalf of the class. I have adhered to my commitment and duty to the class including foregoing the opportunity to settle my individual claims against Defendant Centene early on in this litigation.

6. As a Class Representative, I continuously interacted with my attorneys to discuss the status of the case. I provided relevant oral and documentary information necessary to prosecute this case. By way of example, I searched for and provided relevant documents pertaining to my employment with Defendant Centene and engaged in multiple discussions with my attorneys regarding my employment. Those discussions included, but were not limited to, the

1 following topics: the policies, practices and specific working conditions at Centene. I have also
2 had numerous discussions with my attorneys regarding the progress of this case and assisted in
3 preparation for and was available during the mediation. Since before the actual filing of the
4 lawsuit to date, I have spent approximately twenty (20) to thirty (30) hours on this case.

5 7. By agreeing to bring this action, I formally accepted the responsibilities of
6 representing the interests of class members in California and willingly chose to assume risks and
7 potential costs that I alone might have to bear if judgement would have been rendered in favor of
8 Centene.

9 8. As part of the Class Action Settlement, I also signed a general release releasing all
10 claims I have or may have against Defendants, which is far broader than the release by the class
11 members.

12 9. I also risked the potential stigma of being the named plaintiff in a representative
13 action labor dispute which could affect my further employability in the industry or with any
14 prospective employer who learns of my lawsuit against a former employer.

15 10. The incentive payment for being a class representative, subject to court approval,
16 is Ten Thousand Dollars (\$10,000). I believe that this amount is fair and reasonable in light of the
17 efforts and time I have put into this matter, and the risks of litigating this class action as a class
18 representative which has resulted in a very favorable outcome to the class members. This
19 incentive payment is also in consideration for executing a general release of all my claims against
20 Defendants.

21
22 I declare under penalty of perjury, under the laws of the state of California, that the
foregoing is true and correct.

23
24 Dated: February 17, 2025

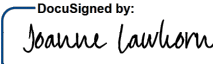
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Joanne Rodelle Lawhorn

EXHIBIT #9

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Attorneys for Plaintiffs Joanne Rodelle Lawhorn,
and Joseph Ortegon, on behalf of themselves and
all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIK HUFFMAN, NAJUAH
MUDAHY, INA ROSSON, JOANNE
RODELLE LAWHORN and MANUAL
JOSEPH ORTEGON, individuals, on
behalf of themselves and on behalf of all
persons similarly situated and on behalf
of the State of California, as private
attorney general,

Plaintiffs,

vs.

CENTENE MANAGEMENT
COMPANY LLC, a Limited Liability
Company; HEALTH NET, LLC, a
Limited Liability Company and DOES 1
through 50, inclusive,

Defendants.

Case No. 34-2022-00322629

[Assigned for all purposes to the Hon. Lauri A.
Damrell - Dept. 22]

**DECLARATION OF MANUEL JOSEPH
ORTEGON**

DECLARATION OF MANUEL JOSEPH ORTEGON

I, Manuel Joseph Ortegon, declare as follows:

1. I am one of the Plaintiffs and proposed Class Representatives in the matter styled, *Huffman, et al v. Centene Management Company LLC, et al*, Case No. 34-2022-00322629. I know the facts declared herein to be true of my own personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant Centene from on or about July 2017 through on or about February 4, 2022, and occupied a non-exempt position as a pharmacy technician.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Defendant Centene, James Hawkins APLC informed me of the advantages and disadvantages of litigation, and of my responsibilities as both a Plaintiff and a Class Representative.

4. By deciding to litigate my claims as part of this class action, I agreed to pursue not only my own potential wage and hour claims, but the claims of all similarly situated employees, and to put the interests of the class ahead of my own. I pledged to participate actively in the lawsuit.

5. As a Class Representative, I am aware that I represent the interest of the class members in this litigation and of my fiduciary duty to the putative class members. I am not aware of any interests adverse to the interests of the proposed class members, and I am, and have been, committed to vigorously prosecuting the case on behalf of the class. I have adhered to my commitment and duty to the class including foregoing the opportunity to settle my individual claims against Defendant Centene early on in this litigation.

6. As a Class Representative, I continuously interacted with my attorneys to discuss the status of the case. I provided relevant oral and documentary information necessary to prosecute this case. By way of example, I searched for and provided relevant documents pertaining to my employment with Defendant Centene and engaged in multiple discussions with my attorneys regarding my employment. Those discussions included, but were not limited to, the

following topics: the policies, practices and specific working conditions at Centene. I have also had numerous discussions with my attorneys regarding the progress of this case and assisted in preparation for and was available during the mediation. Since before the actual filing of the lawsuit to date, I have spent approximately ten (10) to fifteen (15) hours on this case.

7. By agreeing to bring this action, I formally accepted the responsibilities of representing the interests of class members in California and willingly chose to assume risks and potential costs that I alone might have to bear if judgement would have been rendered in favor of Centene.

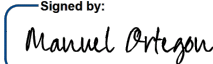
8. As part of the Class Action Settlement, I also signed a general release releasing all claims I have or may have against Defendants, which is far broader than the release by the class members.

9. I also risked the potential stigma of being the named plaintiff in a representative action labor dispute which could affect my further employability in the industry or with any prospective employer who learns of my lawsuit against a former employer.

10. The incentive payment for being a class representative, subject to court approval, is Ten Thousand Dollars (\$10,000). I believe that this amount is fair and reasonable in light of the efforts and time I have put into this matter, and the risks of litigating this class action as a class representative which has resulted in a very favorable outcome to the class members. This incentive payment is also in consideration for executing a general release of all my claims against Defendants.

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

Dated: February 17, 2025

Signed by:

7D47AF20399A451...
 Manuel Joseph Ortegon