

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

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

13 **IN AND FOR THE COUNTY OF MONTEREY**

14
15 AURORA GARCIA JIMENEZ,
16 EDWARD ANGUIANO II, and EVELYN
17 SERRATO on behalf of themselves and on
18 behalf of all persons similarly situated,

19 Plaintiffs,

20 vs.

21 KIND OP CORP.; ULTRA PERSONNEL,
22 LLC; and DOES 1 through 25, inclusive,

23 Defendants.

Case No. 22CV001723

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

Hearing Date: September 6, 2024

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated February 15,
2024]

Judge: Hon. Carrie M. Paneta

Dept.: 14

Action Filed: June 17, 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 Aurora Garcia, Jimenez Edward Anguiano, and Evelyn Serrato
4 (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I could
6 testify competently to the matters stated herein. This declaration is being submitted in support to the
7 Plaintiffs’ motion for final approval of the class settlement, including attorneys’ fees, costs and service
8 awards.

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

26
27 3. Summary of the Proposed Settlement.
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1 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
2 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Ultra
3 Personnel, LLC and Kind Op Corp. (“Defendants”) reached a full and final settlement of the
4 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
5 consideration for this Settlement, the Gross Settlement Amount is Five Hundred Thousand Dollars
6 (\$500,000) to be paid by Defendants. (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement
7 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
8 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
9 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to
10 Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

11 (b) The Gross Settlement Amount does not include Defendants’ share of payroll taxes.
12 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendants.
13 (Agreement at ¶ 3.1.)

14 (c) Defendants agree to deposit the Gross Settlement Amount with the Administrator in
15 installments as follows: \$100,000.00 upon the Effective Date and \$66,666.67 every six months thereafter
16 until paid in full. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating
17 Class Members along with the other Court-approved distributions shall be made by the Administrator
18 within fourteen (14) days after Defendants fully fund the entire Gross Settlement Amount. (Agreement
19 at ¶ 5.1.)

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

3 (e) Class Members could choose to opt-out of the Settlement by following the directions in the
4 Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" are deemed
5 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
6 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
7 submitted an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain
8 subject to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement
9 at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members of their right to object to the
10 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

16 (g) Apex Class Action was appointed by the Court as the Administrator for the Settlement.
17 (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to
18 exceed \$12,000. (Agreement at ¶ 3.2(c).)

19 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
20 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
21 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
22 Litigation Expenses Payment in an amount not to exceed \$27,000. (Agreement at ¶ 3.2(b).) Subject to
23 Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as
24 their Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this request for
25 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
26 support, for these requests, including lodestar.

27 (i) Subject to Court approval, Twenty Thousand Dollars (\$20,000) will be paid from the Gross
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1 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor
2 Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i),
3 the PAGA Penalties shall be allocated as follows: 75% (\$15,000) shall be allocated to the Labor
4 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$5,000) allocated
5 to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of
6 their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
7 service, the LWDA has been served with this motion and the Agreement.

8 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
9 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
10 is "fair, adequate, and reasonable". (Preliminary Approval Order at 2:19-23.) In sum, the Settlement
11 valued at \$500,000 is an excellent result for the Class. This result is particularly favorable in light of the
12 fact that liability and class certification in this case were far from certain in light of the defenses asserted
13 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
14 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
15 reasonable and adequate, and should be finally approved.

16
17 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
18 dated February 15, 2024 ("Preliminary Approval Order"), the approved Class Notice has been
19 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
20 On June 17, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members,
21 which provided each class member with the terms of the Settlement, including notice of the claims at
22 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service awards that
23 were being sought, how individual settlement awards would be calculated, and the specific, estimated
24 payment amount to that individual. See Declaration of Madely Nava at Exh. A. In disseminating the
25 notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary
26 Approval Order. To date, there have been no objections and no requests for exclusion. The Response
27 Deadline is August 16, 2024, which is a few days after the filing of this motion, and therefore the final
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1 results will be detailed in the Declaration of Madely Nava' (the Administrator) to be filed in after the
2 Response Deadline and in advance of the Final Approval Hearing.

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

11
12 6. Procedural History of the Litigation

13 (a) On March 9, 2022 , Plaintiff Aurora Garcia Jimenez filed with the LWDA and served on
14 Defendants a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
15 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On May
16 5, 2022, Plaintiff Edward Anguiano II filed with the LWDA and served on Defendants a notice under
17 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
18 behalf of Aggrieved Employees for various Labor Code violations. These PAGA Notices were submitted
19 as exhibits to the Motion for Preliminary Approval. On June 17, 2022, Plaintiff Jimenez commenced this
20 Action by filing a Class Action Complaint against Defendants in the Superior Court of the State of
21 California, County of Monterey. This class action Complaint asserted class claims against Defendants
22 alleging that Defendants: (1) Failed to compensate for all hours worked in violation of California Labor
23 Code § 1194 and the applicable IWC Wage Order; (2) Failed to pay minimum wages in violation of
24 California Labor Code §§ 1194, 1197, and 1197.1; (3) Failed to pay overtime wages in violation of
25 California Labor Code § 510, et seq.; (4) Failed to provide accurate itemized wage statements in violation
26 of California Labor Code § 226; (5) Failed to provide wages when due in violation of California Labor
27 Code §§ 201, 202 and 204; and, (6) Failed to provide wages at the time of termination in violation of
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1 California Labor Code §§ 201, 202 and 203; (7) Failed to provide required rest periods in violation of
2 California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (8) Failed to provide
3 required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC
4 Wage Order; (9) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA");
5 and, (10) Violated California Business and Professions Code § 17200 et seq.

6 (b) On August 12, 2022, Plaintiff Anguiano commenced filed a Class Action Complaint against
7 Defendant Ultra Personnel in the Superior Court of the State of California, County of Monterey
8 ("Anguiano Class Action"). This class action Complaint asserted class claims against Defendant Ultra
9 Personnel for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure
10 to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay
11 overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide
12 required meal periods in violation of California Labor Code §§ 226.7 and 512; (5) failure to provide
13 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
14 itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees
15 for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when
16 due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to provide sick wages in
17 violation of California Labor Code §§ 201-204, 233 and 246. On September 21, 2022 Defendants filed
18 an Answer to Plaintiff's Class Action Complaint, asserting twenty-three (23) affirmative defenses. On
19 August 12, 2022, Plaintiff Edward Anguiano II filed a Representative Action Complaint against
20 Defendant Ultra Personnel in the Superior Court of the State of California, County of Monterey, asserting
21 a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et
22 seq. ("PAGA"), Case No. 22CV002399 ("Anguiano PAGA Action").

23 (c) On June 20, 2023, Plaintiffs filed a First Amended Consolidated Class Action and
24 Representative Action Complaint against Defendants, which consolidated all claims brought in this
25 Action, the Anguiano Class Action and the Anguiano PAGA Action and also named Plaintiff Evelyn
26 Serrato as a Class Representative. The First Amended Consolidated Class Action and Representative
27 Action Complaint in the Class Action is the operative complaint in the Action (the "Operative
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1 Complaint”).

2 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
3 including production of documents, class data, and other information, allowing for the full and complete
4 analysis of liabilities and defenses to the claims in the Action. Plaintiffs obtained informal discovery,
5 which included the production relevant documents and data. The information for mediation obtained by
6 Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data for the class; (3)
7 Defendants’ wage and hour policies and job descriptions; (4) the employment file for the Plaintiffs; and,
8 (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data and
9 information for the Class, which was sufficient for Plaintiffs’ expert to prepare the valuations of the
10 claims for the Class.

11 (e) Plaintiffs and Defendants agreed to discuss resolution of the Action through a
12 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
13 documents and information in connection with the Action. On April 17, 2023, the Parties participated
14 in an all-day mediation presided over by Louis Marlin, a respected and experienced mediator of wage and
15 hour class actions. Following the mediation, each side, represented by its respective counsel, were able
16 to agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum
17 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the
18 Agreement. At all times, the negotiations were arm's length and contentious.

19 (f) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
20 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
21 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
22 among other things, that they have properly compensated the Class Members and complied at all times
23 with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
24 Defendants contend that class certification is inappropriate for any reason other than for settlement.
25 Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further contend that
26 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
27 certification.

1 (g) Without admitting that class certification is proper, Defendants have stipulated that the above
2 Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The Parties agree that
3 certification for settlement purposes is not an admission that class certification is proper. Further, the
4 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
5 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
6 requisites for establishing class certification with respect to the Class are satisfied.

7 (h) Class Counsel has conducted a thorough investigation into the facts of the class
8 action. Over the course of more than one year, Class Counsel diligently evaluated the Class Members'
9 claims against Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class
10 Counsel with access to necessary information for the Class. In addition, Class Counsel previously
11 negotiated settlements with other employers in actions involving nearly identical issues and analogous
12 defenses. Based on the foregoing data and their own independent investigation, evaluation and
13 experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the
14 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
15 facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and
16 potential appellate issues.

17
18 7. History of Settlement Discussions

19 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
20 before an experienced and well-respected mediator. Defendants have expressly denied and continue to
21 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
22 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
23 Class Claims, which is tethered to allegations in the Action as the "Released Class Claims" are "all claims
24 that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint
25 which occurred during the Class Period." (Agreement at ¶¶ 1.38 and 6.2.) Class Counsel are experienced
26 and qualified to evaluate the class claims, the defenses asserted, and the risks and benefits of trial and
27 settlement, and Class Counsel are particularly experienced in wage and hour employment class actions,
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1 as Class Counsel has previously litigated and certified similar claims against other employers.

2 (b) The Parties attended an arms-length mediation session with Louis Marlin, a respected jurist
3 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
4 for the mediation, Defendants provided Class Counsel with necessary information for the members of
5 the Class, including time punch data, payroll data and information concerning the composition of the
6 Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting, and
7 prepared and submitted a mediation brief and damage valuation to the Mediator. Following this all-day
8 mediation, the Parties agreed to this Settlement.

9 (c) From October 2023 to January 2024, the settlement agreement and exhibits thereto were
10 negotiated, finalized and executed, and then presented by motion to this Court for preliminary approval.
11 On February 15, 2024, the Court issued its Order granting preliminary approved of the settlement as fair
12 and reasonable to the Class.

13 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
14 my judgment as experienced Class Counsel, this Settlement should be finally approved.

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

17 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
18 Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied with
19 all applicable laws. Defendants argued that all work time was paid for and that the rounding practice was
20 legal. Defendants contended that their meal and rest period policies fully complied with California law,
21 that Defendants' timekeeping system recorded meal periods, and that all meal periods were provided.
22 As to expenses reimbursement, Defendants maintained that employees were not required to use their cell
23 phones and any use of their cell phone was voluntary for their convenience and therefore not subject to
24 Labor Code §2802. Defendants argued that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004
25 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
26 *Candy Shops Inc.*, 64 Cal. App.5th 85 (2021), weakened Plaintiffs' claims, on liability, value, and class
27 certifiability as to the meal and rest period claims. Defendants also argue that based on its facially lawful
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1 practices, they acted in good faith and without willfulness, which if accepted would negate the claims for
2 waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*,
3 15 Cal. 5th 1056, 1065 (2024) (“if an employer reasonably and in good faith believed it was providing
4 a complete and accurate wage statement in compliance with the requirements of section 226, then it has
5 not knowingly and intentionally failed to comply with the wage statement law.”) If successful,
6 Defendants’ defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs
7 believe that these defenses could be overcome, Defendants maintains these defenses have merit and
8 therefore present a serious risk to recovery by the Class.

9 (b) There was also a significant risk that, if the Actions were not settled, Plaintiff would be unable
10 to obtain class certification and thereby not recover on behalf of any employees other than themselves.
11 Defendants argued that the individual experience of each putative class member varied with respect to
12 the claims. Defendants could also contest class certification by arguing injury and good faith were case-
13 by-case determinations that precluded class certification. Plaintiffs are aware of other cases where class
14 certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019)
15 (denying certification of rest break claims). Finally, even if class certification was successful, as
16 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
17 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
18 been certified. While other cases have approved class certification in wage and hour claims, class
19 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

20 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
21 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
22 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
23 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
24 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
25 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
26 and length of continuing to litigate and trying this Action against Defendants and then litigating possible
27 appeals which could take several years. Class Counsel has also taken into account the uncertain outcome
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1 and risk of litigation, especially in complex class actions such as this Action. Moreover, post-trial
2 motions and appeals would have been inevitable. Costs would have mounted and recovery would have
3 been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs and Class
4 Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon their
5 evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement
6 is in the best interest of the Class Members.

7 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
8 to Plaintiffs' claims. As set forth in the Declaration of Kyle Nordrehaug and the Supplemental
9 Declaration of Kyle Nordrehaug submitted in support of preliminary approval, which discussed the value
10 of the class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims.
11 Based upon 415 Class Members who collectively worked 6,997 weeks, the Gross Settlement Amount
12 provides a value of \$1,204 per Class Member and \$71 per work week and the Net Settlement Amount
13 provides an average recovery of \$588.75 per Class Member and a recovery of \$34.91 per work week.
14 The calculations to compensate for the amount due to the Class Members at the time this Settlement was
15 negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class
16 Counsel analyzed the data for putative class members and determined the potential maximum damages
17 for the class claims. For the Class, the maximum value of the claim for unpaid wages due to off the clock
18 work was potentially \$155,166, the maximum value of the claim for unpaid wages due to rounding
19 \$1,230, the maximum value of the claim for unpaid wages due to the maximum potential damages for
20 unpaid meal premiums were estimated to be \$108,956 based upon an alleged 21% violation rate observed
21 in the time records, the maximum potential rest period damages were estimated to be \$112,980 based
22 upon the same 21% violation rate, and the maximum potential damages for failure to provide expense
23 reimbursement were calculated to be \$53,520. In total, the damages for the Class were calculated to have
24 a maximum potential total value of \$433,850. In addition, Plaintiff calculated that the maximum value
25 of the potential waiting time penalties were between \$1,165,038, and the maximum value of the potential
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1 wage statement penalties were \$689,000.¹ Defendant vigorously disputed Plaintiffs' calculations and
2 exposure theories. Consequently, the Gross Settlement Amount represents more than the potential
3 maximum damages at issue for the Class in this case, assuming these amounts could all be proven in full
4 at trial.² The above maximum calculations should then be risk adjusted in consideration for both the risk
5 of class certification and the risk of establishing class-wide liability on all claims. Given the amount of
6 the Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and
7 reasonable.³ Clearly, the goal of this litigation has been met.

8 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
9 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
10 defenses both to liability and to class certification. Currently, the maximum and average class member
11 allocation are \$3,806 and \$577, respectively, and the final figures will be in the forthcoming Declaration
12 of Madely Nava. Given the complexities of this case, the defenses, along with the uncertainties of proof
13 and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

14 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
15 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
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17 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
18 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
19 asserted by Defendants, including, a good faith dispute defense as to whether any wages were owed
20 given Defendants' position that Plaintiffs 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.").

21 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not include the
22 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

23 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
24 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
25 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
26 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. 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
27 settlement worth "somewhere between 9% and 18%" of full verdict value).
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1 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
2 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
3 Plaintiffs' case and the risk of establishing class wide liability and damages.

4
5 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

8 (a) Class Counsel successfully negotiated a class action settlement which provides for a
9 common fund settlement to be paid by Defendants Ultra Personnel, LLC and Kind Op Corp
10 ("Defendants") to the Class in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Gross
11 Settlement Amount"). (Agreement at ¶ 1.22.) As part of the settlement, the parties agreed to an award
12 of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
13 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
14 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

25
26 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
27 Created for the Benefit of the Class

1 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
2 one-third of the Gross Settlement Amount of \$500,000, which equals \$166,666 for attorneys' fees. As
3 part of the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations
4 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$27,000. Finally,
5 Defendants also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the
6 amount of \$10,000, each, as their service awards under the Agreement.

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

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

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

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

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

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

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

1 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
2 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
3 Plaintiffs also support the requested awards.

4 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on
5 the reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
6 Cir. 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$200,000
7 is also established by reference to Class Counsel’s lodestar in this matter. The contemporaneous billing
8 records for Class Counsel evidence that through August 13, 2024, Class Counsel’s total lodestar is
9 \$223,386.25, with significant additional fees still to be incurred to complete final approval and the
10 settlement process. The requested fee award is therefore **less than** Class Counsel’s total lodestar, and
11 there will still be additional lodestar incurred by Class Counsel to complete the settlement process and
12 manage the settlement distribution and reports. Such a negative multiplier is well below the range of
13 positive multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As a result, this Court may
14 conclude that the requested award is fair and reasonable and is justified under California law.

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

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

11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action

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

20 12. **The contemporaneous billing records for Class Counsel evidence that through**
21 **August 13, 2024, Class Counsel’s total lodestar is \$223,386.25, with significant additional fees still**
22 **to be incurred to complete final approval and the settlement process.** The requested fee award is
23 therefore less than Class Counsel’s total lodestar, representing a “negative multiplier” of 0.75, and there
24 will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
25 settlement distribution and reports. From February 22, 2022 to August 13, 2024, my firm worked on this
26 matter for over 265 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total
27 incurred lodestar for my firm in the amount of \$189,436.25. A detailed breakdown of the total fees and
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1 the services performed by the firm on this case is attached hereto as Exhibits #3 and 4.⁵ (See also
2 Declaration of Harout Messrelian at ¶5) In addition, Class Counsel will be performing significant
3 additional work that is not included in this lodestar amount, including finalizing the final approval
4 motion, attending the hearing on final approval, and monitoring completion of the settlement process.
5 I expect this additional work will result in \$10,000 to \$20,000 in additional lodestar for my firm. The
6 rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community
7 for similar work and, if this were a commercial matter, these are the charges that would be made and
8 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
9 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
10 attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout California,
11 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
12 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those
13 prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness
14 of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable
15 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
16 See e.g., *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.
17 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
18 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in
19 the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line
20 with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
21 Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In
22 another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases
23 prosecuted by Class Counsel, had historical rates as high as \$875 for partners and \$535 for associates.
24 Similarly, Paul Hastings, another opposing counsel in these types of cases, in past years charged between
25 \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by my firm for
26

27 ⁵ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to August 13, 2024.

comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar. This is comparable to the multiplier approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “a Class Counsel Litigation Expenses Payment of not more than \$27,000”. Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$27,000 based upon counsel’s billing records which evidence total expenses of \$28,091.63. The requested expense reimbursement is less than actual expenses incurred. To date, Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) incurred litigation expenses in the amount of \$14,722.32. These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert fees (Berger Consulting Group), attorney service charges (Knox, One Legal), Lexis charges, all of which are costs normally billed to and paid by the client.⁶ These costs were reasonably incurred by BNBD in the prosecution of this matter and are set forth in the BNBD billing records in Exhibits #3 and 4 hereto.⁷

Service Awards

14. For her service as the class representative, Plaintiffs should be awarded the agreed service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended on behalf of the Class. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have been

⁶ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v. Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

⁷ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to June 2022, and Exhibit #4 contains the billing from June 2022 to August 13, 2024.

1 no objections to the requested service award. The previously submitted Declaration of the Plaintiff in
2 support of this request is attached hereto as Exhibit #6. As the representatives of the Class, Plaintiffs
3 performed their duty to the Class admirably and without exception. Plaintiffs worked extensively with
4 Class Counsel during the course of the litigation, responding to numerous requests, searching for
5 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
6 Agreement, the Plaintiffs are also providing a comprehensive release as part of the Settlement, far beyond
7 the class release. The Declaration of the Plaintiffs detail the involvement, stress and risks they undertook
8 as a result of this Action. Plaintiffs also assumed the serious risk that she might possibly be liable for
9 costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future
10 employers for having filed a class action on behalf of fellow former employees. Without the Plaintiffs’
11 participation, cooperation and information, no other employees would be receiving any benefit. The
12 payment of service awards to successful class representatives is appropriate and the amount of \$10,000
13 is well within the currently awarded range for similar settlements. The requested award is also reasonable
14 by reference to the amounts that other California courts have found to be reasonable in wage and hour
15 class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH)
16 P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info.*
17 *Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member
18 recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015)
19 (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
20 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
21 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
22 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.
23 BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar*
24 *v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding
25 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los
26 Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail*
27 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,

2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 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 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complanly*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

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

⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

⁹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
2 extremely competitive and highly litigious, conducting pre employment background checks has become
3 a necessity."¹⁰

4 16. As a result, Class Counsel respectfully requests approval of the application for award of
5 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
6 expenses in the amount of \$27,0000, and approval of the requested service award to the Plaintiff.

7 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
8 The Class Counsel Fees Payment will be split seventy-five percent (75%) to Blumenthal Nordrehaug
9 Bhowmik De Blouw LLP, twenty-five percent (25%) to Messrelian Law Inc. The Plaintiffs expressly
10 agreed to this fee split and explicitly affirmed this fee split in the Agreement at ¶3.2(b).

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 14th day of August, 2024, at San Diego, California.

14
15 /s/ Norman Blumenthal
16 NORMAN B. BLUMENTHAL
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27 ¹⁰ [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-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesaver 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. Cyctec 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 Aurora Garcia Jimenez, Edward Anguiano II, and Evelyn Serrato (“Plaintiffs”) and defendants Ultra Personnel, LLC and Kind Op Corp. (“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” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Aurora Garcia Jimenez et al. v. Kind Op Corp. et al.*, Case No. 22CV001723, initiated on June 17, 2022 and pending in Superior Court of the State of California, County of Monterey.
- 1.2. “Administrator” means Apex Class Action LLC, 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 are or previously were employed by Defendant Ultra Personnel, LLC and who were staffed to work at Kind Op Corp. in California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant Ultra Personnel, LLC and who were staffed to work at Kind Op Corp. in California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Messrelian Law Inc. (“MESSRELIAN”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant Ultra

Personnel's possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendant Ultra Personnel), and number of Workweeks and PAGA Pay Periods.

- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable 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 August 12, 2018 through April 17, 2023.
- 1.14. "Class Representative" means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. "Class Representative Service Payment" means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. "Court" means the Superior Court of California, County of Monterey.
- 1.17. "Defendants" means Ultra Personnel, LLC and Kind Op Corp.
- 1.18. "Defense Counsel" means Matthew Soleimanpour and Bradley S. Beherns of Soleiman APC for Defendant Ultra Personnel, LLC, and Travis J. Anderson and Daniel F. De La Cruz of Sheppard Mullin Richter & Hampton, LLP for Defendant Kind Op Corp.

- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Thousand Dollars (\$500,000.00) 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 Payments, 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 entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant Ultra Personnel, LLC or worked for Defendant Ultra Personnel and was staffed to work at Kind Op Corp. for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from August 12, 2021 through April 17, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s Aurora Garcia Jimenez’s March 9, 2022 letter to Defendants and the LWDA and Plaintiff Edward Anguiano II’s May 5, 2022 letter to Defendant Ultra Personnel, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$20,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Aurora Garcia Jimenez, Edward Anguiano II, and Evelyn Serrato, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could

have been alleged, based facts stated in the Operative Complaint 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, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant Ultra Personnel, LLC or worked for Defendant Ultra Personnel and was staffed to work at Kind Op Corp. as a Class Member for at least one day.

2. RECITALS

- 2.1. On June 17, 2022, Plaintiff Aurora Garcia Jimenez commenced this Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Monterey. Plaintiff Aurora Garcia Jimenez's Complaint asserted claims that Defendants:

- (a) Failed to compensate for all hours worked in violation of California Labor Code § 1194 and the applicable IWC Wage Order;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (e) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 204; and,
- (f) Failed to provide wages at the time of termination in violation of California Labor Code §§ 201, 202 and 203; and,
- (g) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (h) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (i) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”); and
- (j) Violated California Business and Professions Code § 17200 et seq.

2.2. On August 12, 2022, Plaintiff Edward Anguiano II filed a class action complaint against Defendant Ultra Personnel in the Superior Court of the State of California, County of Monterey (“*Anguiano Class Action*”). Plaintiff Edward Anguiano II’s Complaint asserted claims that Defendant Ultra Personnel:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failed to pay sick wages in violation of California Labor Code §§ 201-204, 233 and 246.

2.3. On August 12, 2022, Plaintiff Edward Anguiano II filed a Representative Action Complaint against Defendant Ultra Personnel in the Superior Court of the State of California, County of Monterey, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No.

22CV002399 (hereinafter “*Anguiano PAGA Action*”).

- 2.4. On June 20, 2023, Plaintiffs filed a First Amended Consolidated Class Action and Representative Action Complaint against Defendants, which consolidated all claims brought in this Action, the *Anguiano Class Action* and the *Anguiano PAGA Action* and sought to name Plaintiff Evelyn Serrato as a Class Representative.
- 2.5. The First Amended Consolidated Class Action and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.6. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.7. On April 17, 2023, the Parties participated in an all-day mediation presided over by Lou Marlin, a respected mediator of wage and hour representative and class actions. Following the mediation, the Parties, each represented by their respective counsel, were 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.
- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. 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 have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant Ultra Personnel promises to pay \$500,000.00 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant Ultra Personnel to the Administrator. Defendant Ultra Personnel has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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 specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payments that does 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 amount 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 employee taxes owed on the Class Representative Service Payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$166,666, and a Class Counsel Litigation Expenses Payment of not more than \$27,000. Class Counsel Fees Payment awarded shall be allocated seventy-five percent (75%) to BNBD and twenty-five percent (25%) to MESSRELIAN. Defendants will not oppose requests for these payments provided 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 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel

Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds 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 \$12,000 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 \$12,000, 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 \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 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 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 wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant Ultra Personnel has represented that the Class consists of 423 Class Members who collectively worked a total of 7,062 Workweeks, and 301 Aggrieved Employees who worked a total of 6,042 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant Ultra Personnel will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant Ultra Personnel has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant Ultra Personnel 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. The Gross Settlement Amount shall be deposited by Defendant Ultra Personnel into a Qualified Settlement Fund, as defined by Paragraph 8.3, set up by the Administrator for the benefit of the Participating Class Members and the Aggrieved Employees. Defendant Ultra Personnel agree to deposit the Gross Settlement Amount with the Administrator in installments as follows: \$100,000.00 upon the Effective Date and \$66,666.67 every six months thereafter until paid in full. In addition to the Gross Settlement Amount, Defendant Ultra Personnel shall fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than the date the last installment becomes due. In the event Defendant Ultra Personnel defaults on any of the installments set forth in this Paragraph, after being given notice by Class Counsel and an opportunity to cure within fourteen (14) days, Defendant Ultra Personnel agrees that all payments still due and owing on the Gross Settlement Amount, less any payments received, and Defendants' share of payroll taxes shall be accelerated and shall become due immediately.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

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

Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present 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 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice ("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 agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

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

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

7.1. Defendants’ Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant Ultra Personnel shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period and include facts verifying its claim of financial distress.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from 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)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class

Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not

appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

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

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

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

and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant Ultra Personnel provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant Ultra Personnel is providing a declaration as set forth in paragraph 7.1 above. Should the number of Workweeks increase by more than 10% above 6,500, Defendants will have the option to either (a) increase the Gross Settlement Amount proportionally with added Class Members and/or added Workweeks or (b) shorten the Class Period as of the date on which the number of Workweeks reaches 7,150.
- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, 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 make 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), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for Class Representative Service Payments, 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 reflected 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, except as to matters that do not affect the amount of the Net Settlement Amount.

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 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 Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants 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. 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 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. 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. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with 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. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and 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.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither 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.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by 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 shall destroy, all paper and electronic versions of Class Data received from Defendants.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendants:

Matthew Soleimanpour
Bradley S. Beherns
SOLEIMAN APC
5771 La Jolla Blvd., Ste. 4
La Jolla, CA 92037
Tel.: (909) 415-0018
Fax: (619) 489-6248
E-Mail: matt@soleimanlaw.com
bradley@soleimanlaw.com

Travis J. Anderson
Daniel F. De La Cruz
Sheppard Mullin Richter & Hampton, LLP

501 W. Broadway, 18th Floor
San Diego, CA 92101
Tel.: (619) 338-6500
Fax: (619) 234-3815
E-Mail: tanderson@sheppardmullin.com
ddelacruz@sheppardmullin.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from April 27, 2023 until the entry of the final approval order and judgment or if not entered, the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Dec 22, 2023


Edward Anguiano II (Dec 22, 2023 17:38 PST)

Plaintiff Edward Anguiano II

Dated: Dec 26, 2023


Evelyn Serrato (Dec 26, 2023 12:00 PST)

Plaintiff Evelyn Serrato

Dated: 12/21/2023


Aurora García Jiménez (Dec 21, 2023 14:27 PST)

Plaintiff Aurora García Jiménez

Dated: _____

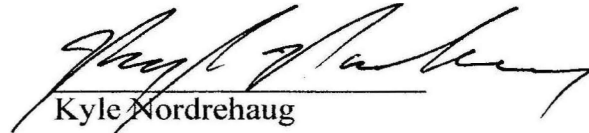
[name]
For Defendant Kind Op Corp

Dated: 01 / 05 / 2024



[name]
For Defendant Ultra Personnel, LLC

Dated: 12/26/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Edward Anguiano II and Evelyn Serrato

Dated: _____



Harout Messrelian
Messrelian Law Inc.
Attorney for Plaintiff Aurora Garcia Jimenez

Dated: _____

Matthew Soleimanpour
Soleimanpour APC
Attorney for Defendant Ultra Personnel, LLC

Dated: _____

Daniel F. De La Cruz
Sheppard Mullin Richter & Hampton, LLP
Attorney for Defendant Kind Op Corp.

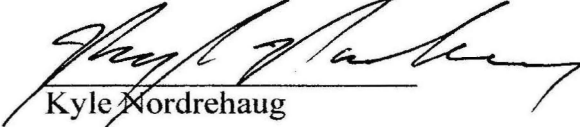
Dated: _____

[name]
For Defendant Kind Op Corp

Dated: _____

[name]
For Defendant Ultra Personnel, LLC

Dated: 12/26/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Edward Anguiano II and Evelyn Serrato

Dated: _____


Harout Messrelian
Messrelian Law Inc.
Attorney for Plaintiff Aurora Garcia Jimenez

Dated: 1/16/24


Matthew Soleimanpour
Soleimanpour APC
Attorney for Defendant Ultra Personnel, LLC

Dated: _____

Daniel F. De La Cruz
Sheppard Mullin Richter & Hampton, LLP
Attorney for Defendant Kind Op Corp.

Dated: 1/18/2024



David Bon [name]
For Defendant Kind Op Corp

Dated: _____

[name]
For Defendant Ultra Personnel, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Edward Anguiano II and Evelyn Serrato

Dated: _____

Harout Messrelian
Messrelian Law Inc.
Attorney for Plaintiff Aurora Garcia Jimenez

Dated: _____

Matthew Soleimanpour
Soleimanpour APC
Attorney for Defendant Ultra Personnel, LLC

Dated: Jan. 19, 2024



Daniel F. De La Cruz
Sheppard Mullin Richter & Hampton, LLP
Attorney for Defendant Kind Op Corp.

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**

***Jimenez v. Kind Op Corp. et al., Superior Court of the State of California,
County of Monterey, Case No. 22CV001723***

***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 Ultra Personnel, LLC and Kind Op Corp (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Aurora Garcia Jimenez, Edward Anguiano II, and Evelyn Serrato (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant Ultra Personnel, LLC and who were staffed to work at Kind Op Corp. in California at any time during the Class Period (August 12, 2018 through April 17, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant Ultra Personnel, LLC and who were staffed to work at Kind Op Corp. in California at any time during the PAGA Period (August 12, 2021 through April 17, 2023) (“Aggrieved Employees”).

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

Based on Defendant Ultra Personnel, LLC’s 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 Defendant Ultra Personnel, LLC’s records, you are not eligible for that payment.)

The above estimates are based on Defendant Ultra Personnel, LLC’s 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 5 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 below in Section 4 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 7 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	All Class Members who do not opt-out ("Participating Class

Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	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 8 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 Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA 93940, in Department 14 before Judge Carrie M. Panetta. This hearing may change as explained below in Section 9. 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 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten 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 Defendant Ultra Personnel, LLC’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiffs Aurora Garcia Jimenez, Edward Anguiano II, and Evelyn Serrato were employees of Defendant Ultra Personnel, LLC. The Action accuses Defendants of violating California labor laws by failing to pay all wages, including minimum wages, overtime wages and sick pay, 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 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.

2. What does it mean that the action has settled?

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 an 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. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant Ultra Personnel, LLC has agreed to pay an “all in” amount of Five Hundred Thousand Dollars (\$500,000) (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 Defendant Ultra Personnel, LLC. Defendant Ultra Personnel, LLC agrees to deposit the Gross Settlement Amount with the Administrator in installments as follows: \$100,000.00 upon the Effective Date and \$66,666.67 every six months thereafter until paid in full. The “Effective Date” means the date the Judgment is entered unless there are objections in which case the “Effective Date” means when the Judgment is no longer subject to appeal. Within 14 days after Defendant Ultra Personnel, LLC funds the entire Gross Settlement Amount (which is estimated to take three years), 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 \$12,000, 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 \$166,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$27,000. 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 three (3) Plaintiffs as their service awards, 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 \$20,000 relating to Plaintiffs' claim under PAGA, \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$5,000 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 (\$5,000) 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 Defendants for at least one day during the PAGA Period, which is August 12, 2021 through April 17, 2023.

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 \$244,334. 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 Defendant Ultra Personnel, LLC's 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 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, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges 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 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and 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 Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint 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, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely 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 are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. 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.

Defendant Ultra Personnel, LLC’s records reflect that you worked << ____ >> Workweeks during the Class Period (August 12, 2018 through April 17, 2023).

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

Defendant Ultra Personnel, LLC’s records reflect that you worked << ____ >> PAGA Pay Periods during the during the PAGA Period (August 12, 2021 through April 17, 2023). 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 Defendant Ultra Personnel, LLC's 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.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment 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 9 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the 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.

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 the dispute 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 *Jimenez v. Kind Op Corp* 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 *Jimenez v. Kind Op Corp*, Case No. 22CV001723. 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.

8. 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 (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award 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 Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jimenez v. Kind Op Corp* or on the Court's website (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001723.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards 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, *Jimenez v. Kind Op Corp*, Case No. 22CV001723, 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: _____

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. Instructions on how to do so are available on the Court's website at <https://www.monterey.courts.ca.gov/online-services/remote-appearance>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

9. 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 14 of the Superior Court of California, County of Monterey, Monterey Courthouse, 1200 Aguajito Road, Monterey, California 93940, before Judge Carrie Panetta. 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 website for the most current information concerning appearances and procedures at the Court - <https://www.monterey.courts.ca.gov/online-services/remote-appearance>. 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 Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jimenez v. Kind Op Corp*. In addition, hearing dates are posted on the Internet via the Case Search page for the California Superior Court for the County of Monterey (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001723.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Jimenez v. Kind Op Corp* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jimenez v. Kind Op Corp*. You may get more details by examining the Court's file on the Internet via the Case Search page for the California Superior Court for the County of Monterey (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001723 If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Monterey Courthouse, 1200 Aquajito Road, Monterey, CA 93940.

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 MONTEREY

AURORA GARCIA JIMENEZ, EDWARD
ANGUIANO II, and EVELYN SERRATO on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiff,

vs.

KIND OP CORP.; ULTRA PERSONNEL,
LLC; and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 22CV001723

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Carrie M. Panetta
Dept: 14

Date Filed: June 17, 2022
Trial Date: Not set

This matter came before the Honorable Carrie M. Panetta of the Superior Court of the State of California, in and for the County Monterey, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Aurora Garcia Jimenez, Edward Anguiano II, and Evelyn Serrato ("Plaintiffs") for preliminary approval of the Settlement with Defendants Ultra Personnel, LLC

PRELIMINARY APPROVAL ORDER

1 and Kind Op Corp (“Defendants”). The Court, having considered the briefs, argument of counsel
2 and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’
3 Motion for Preliminary Approval of Class Action Settlement.
4

5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendants shall pay is Five Hundred Thousand
15 Dollars (\$500,000). It appears to the Court on a preliminary basis that the settlement amount and
16 terms are fair, adequate and reasonable as to all potential Class Members when balanced against
17 the probable outcome of further litigation and the significant risks relating to certification, liability
18 and damages issues. It further appears that investigation and research have been conducted such
19 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
20 appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as
21 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
22 It further appears that the Settlement has been reached as the result of serious and non-collusive,
23 arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
28

1 reasonable when balanced against the probable outcome of further litigation and the significant
2 risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$27,000, and
5 proposed Class Representative Service Payment to the Plaintiffs in an amount not to exceed
6 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
7 of any service awards, until the Final Approval Hearing. Plaintiffs will be required to present
8 evidence supporting these requests, including lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the Class which consists of "all individuals who
13 are or previously were employed by Defendant Ultra Personnel, LLC and who were staffed to
14 work at Kind Op Corp. in California at any time during the Class Period." The "Class Period" is
15 August 12, 2018 through April 17, 2023.

16 7. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
22 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient adjudication of this controversy;
24 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
25 adequate representatives of the Class.

26 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
28

1 and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Harout
2 Messrelian and Maralle Messrelian of Messrelian Law Inc. as Class Counsel for the Class.

3 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
4 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
5 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
6 Agreement pursuant to the PAGA and \$5,000 to the Aggrieved Employees. “Aggrieved
7 Employees” are all individuals who are or previously were employed by Defendant Ultra
8 Personnel, LLC and who were staffed to work at Kind Op Corp. in California at any time during
9 the PAGA Period (August 12, 2021 through April 17, 2023). Pursuant to Labor Code section
10 2699, subdivision (l)(2), the LWDA will be provided notice of the Agreement and these settlement
11 terms. The Court finds the PAGA Penalties to be reasonable.

12 10. The Court hereby approves, as to form and content, the Class Notice attached to the
13 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
14 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
15 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
16 and opportunity to object to the Settlement. The Court further finds that the distribution of the
17 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
18 the requirements of due process, is the best notice practicable under the circumstances, and shall
19 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
20 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
21 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
22 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
23 address for the Class Member no later than seven (7) days after the receipt of the undelivered
24 Class Notice.

25 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
26 than fifteen (15) days after this Order, Defendant Ultra Personnel, LLC will provide the Class
27 Data to the Administrator. The Administrator will perform address updates and verifications as
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1 necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no
2 event later than fourteen (14) days after receiving the Class Data, the Administrator will mail the
3 Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last known
4 address.

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

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

1 14. A final approval hearing shall be held before this Court on _____, 2024
2 at _____ in Department 14 at the Monterey Courthouse of the Monterey County Superior
3 Court to hear the motion for final approval and the motion for attorneys' fees and costs, and to
4 determine all necessary matters concerning the Settlement, including: whether the proposed
5 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
6 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
7 Order and Judgment should be entered herein; whether the plan of allocation contained in the
8 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
9 finally approve attorneys' fees and costs, service award, and the fees and expenses of the
10 Administrator. All papers in support of the motion for final approval and the motion for attorneys'
11 fees, costs and service award shall be filed with the Court and served on all counsel no later than
12 sixteen (16) court days before the hearing and both motions shall be heard at this final approval
13 hearing.

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

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

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

13 **IT IS SO ORDERED.**

14 Dated: _____

15 _____
16 HON. CARRIE M. PANETTA
17 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

AURORA GARCIA JIMENEZ, EDWARD
ANGUIANO II, and EVELYN SERRATO on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiff,

vs.

KIND OP CORP.; ULTRA PERSONNEL,
LLC; and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 22CV001723

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Carrie M, Panetta
Dept: 14

Date Filed: June 17, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Aurora Garcia Jimenez, Edward Anguiano II, and
2 Evelyn Serrato (“Plaintiffs”) for an order finally approving the Class Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendants Ultra Personnel, LLC and Kind Op Corp
4 (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable Carrie M. Panetta.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Monterey, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thousand
16 Dollars (\$500,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On _____, the Court granted preliminary approval of the Settlement. At
24 this same time, the Court approved conditional certification of the Class for settlement purposes
25 only.
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1 **Notice to the Class**

2 6. 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 7. 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. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

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

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

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

3 c. Counsel for all Parties are experienced in similar employment class action
4 and PAGA litigation. Class Counsel recommended approval of the Agreement.

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

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

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

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

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

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

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$ _____ each to the Plaintiffs are
26 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
27 his time and effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

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

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
17 Defendant Ultra Personnel, LLC and who were staffed to work at Kind Op Corp. in California at
18 any time during the PAGA Period (August 12, 2021 through April 17, 2023). Pursuant to Labor
19 Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these
20 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
21 to be reasonable.

22 **II.**

23 **ORDERS**

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

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

27 All individuals who are or previously were employed by Defendant Ultra
28 Personnel, LLC and who were staffed to work at Kind Op Corp. in California at
any time during the Class Period (August 12, 2018 through April 17, 2023).

FINAL APPROVAL ORDER AND JUDGMENT

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
3 REFERENCE TO IDENTIFY ANY OPT OUTS].
4

5 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class.

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

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

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

14 21. The PAGA Penalties amount of \$20,000 is approved and is to be distributed in
15 accordance with the Agreement.

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

19 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
20 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
21 any wrongdoing by Defendants or that this Action is appropriate for class or representative
22 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
23 the Agreement, nor any document referred to herein, nor any action taken to carry out the
24 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
25 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
26 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
27 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
28 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other

1 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
2 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
4 Released Class Claims and/or Released PAGA Claims.

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

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

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

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

20 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

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

26 29. Effective on the date when Defendants fully fund the entire Gross Settlement
27 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
28

1 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
2 release claims against all Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, release Released Parties from the Released Class Claims. The “Released Class
6 Claims” are all claims that were alleged, or reasonably could have been alleged, based facts stated
7 in the Operative Complaint which occurred during the Class Period. Except as expressly set forth
8 in this Agreement, Participating Class Members do not release any other claims, including claims
9 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers’ compensation, or claims based on
11 facts occurring outside the Class Period.

12 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
13 of themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
15 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
16 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
17 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include
18 other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
19 discrimination, unemployment insurance, disability and worker’s compensation, and claims
20 outside of the PAGA Period.

21 (c) Plaintiffs and their respective former and present spouses, representatives,
22 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
23 Released Parties from all claims, transactions, or occurrences that occurred during the Class
24 Period, as fully set forth in the Agreement.

25 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
26 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
27 Administrator shall transmit the funds represented by such checks to the California Controller's
28

1 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
2 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

9
10 Dated: _____

11 _____
12 HON. CARRIE M. PANETTA
13 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #3

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

AUGUST 13, 2024

EDWARD ANGUIANO II

RE: ULTRA PERSONNEL
FILE NUMBER: CA2615.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/22/22	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. ANALYZE FACTS AND LAW. CONFERENCE WITH PLAINTIFF TO DISUCSS. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA.	4.10	850	3,485.00
02/26/22	ND	REVIEW AND ANALYZE DOCUMENTS FROM PLAINTIFF REGARDING WRONGFUL TERMINATION AND DFEH CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. CONFERENCE WITH PLAINTIFF TO DISCUSS WAGE AND HOUR CLAIMS AND FACTS FOR COMPLAINT.	4.10	850	3,485.00
03/04/22	ND	ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL PAY STUBS FOR 226(A) VIOLATIONS AND OVERTIME CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS AND CODE OF FEDERAL REGULATIONS FOR EXCLUSIONS TO REGULAR RATE. CONFERENCE WITH PLAINTIFF.	4.40	850	3,740.00
03/21/22	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.80	450	1,260.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/30/22	SB	REVIEW PRIOR FILINGS VS. DEFENDANT, ADVISE AJB	2.40	450	1,080.00
04/15/22	ND	RWVIEW AND ANALYZE DEFENDANT'S WAGE AND HOUR POLICY DOCUMENTS. REVIEW CAL. LAB. CODE 246 AND 204 CLAIMS. LEGAL RESEARCH REGARDING THE SAME. STATUS UPDATE TO PLAINTIFF.	3.10	850	2,635.00
05/18/22	ND	DRAFT ORIGINAL COMPLAINT. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS.	4.50	850	3,825.00
05/20/22	SB	DRAFT COMPLAINT	2.80	450	1,260.00
05/20/22	ND	REVIEW AND REVISE COMPLAINT. ADD 2802 AND REST BREAK CLAIMS. REVIEW FACTS AND LAW.	2.90	850	2,465.00
05/23/22	SB	REVISE COMPLAINT IN LIGHT OF CONVERSATION WITH CLIENT, ADVISE ND	2.80	450	1,260.00
05/23/22	ND	DISCUSS CLAIMS AND FACTS WITH S. BLUMENTHAL. REVIEW COMPLAINT.	0.80	850	680.00
05/24/22	SB	DRAFT PAGA LETTER AND CASE NOTES	2.80	450	1,260.00
05/24/22	ND	REVIEW AND REVISE PAGA NOTICE. RESEARCH PAGA PENALTIES AND NOTICE REQUIREMENTS. REVIEW AND REVISE CASE NOTES MEMO. DISCUSS WITH S. BLUMENTHAL. STATUS UPDATE TO PLAINTIFF. PREPARE COMPLAINT FOR FILING.	3.40	850	2,890.00

TOTAL BILLED HOURS

NICK DEBLOUW	27.30 hr @ 850.00	\$ 23,205.00
SCOTT BLUMENTHAL	13.60 hr @ 450.00	\$ 6,120.00

TOTAL PROFESSIONAL SERVICES

40.90

\$ 29,325.00

COSTS ADVANCED

05/05/22	PAGA FILING FEE	<u>75.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 75.00</u>
TOTAL CURRENT CHARGES		<u>\$ 29,400.00</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/14/2024
Due On: 09/13/2024

Edward Anguiano
3411 Spotsylvania Court
Marina, CA 93933

CA2615

Ultra Personnel, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	07/27/2022	Review complaint for filing, analyze, advise ND	2.80	\$450.00	\$1,260.00
Service	08/03/2022	Revise complaint for filing, advise ND	2.80	\$450.00	\$1,260.00
Service	08/10/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	08/10/2022	Review & analyze employment file documents/1198.5 response documents	2.50	\$675.00	\$1,687.50
Service	08/11/2022	Review & edit class action complaint draft; finalize draft for next day filing	2.50	\$675.00	\$1,687.50
Service	08/11/2022	Draft PAGA only representative action complaint	4.25	\$675.00	\$2,868.75
Service	08/12/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	08/12/2022	Review & finalize class action complaint package; file in Monterey Sup. Ct.	0.60	\$675.00	\$405.00
Service	08/12/2022	Review court-returned documents; review notice of assignment and CMC; memo to firm re judicial/department assignment and status of initial case management conference re class case	0.50	\$675.00	\$337.50
Service	08/12/2022	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	08/12/2022	Review & finalize paga action complaint package; file in	0.60	\$675.00	\$405.00

Monterey Sup. Ct.					
Service	08/12/2022	Review court-returned documents re paga action; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	08/12/2022	Upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	09/26/2022	Prepare initial documents for service of process re class action; identify registered agent; send out for service via Knox	0.75	\$675.00	\$506.25
Service	09/26/2022	Prepare initial documents for service of process re paga action; identify registered agent; send out for service via Knox	0.75	\$675.00	\$506.25
Service	09/30/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/01/2022	Review and analyze all data produced for mediation purposes. Review discovery to date. Analyze related cases and overlap. Conference with Plaintiff to discuss status, settlement authority and facts for mediation brief. Prepare for mediation.	5.10	\$850.00	\$4,335.00
Service	10/03/2022	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze case demographics. Draft MOU for mediation.	3.50	\$850.00	\$2,975.00
Service	10/10/2022	Review and analyze pay stub exemplars for wage statement and meal break claims. Legal research regarding recent court opinions regarding the same. Call with Plaintiff regarding settlement authority and pay codes on pay stubs.	3.40	\$850.00	\$2,890.00
Service	10/11/2022	Email from M. Messrelian re: Related case Aurora Jimenez Garcia vs. Ultra Personnel LLC and mediation set for November 1.	0.30	\$750.00	\$225.00
Service	10/11/2022	Telephone call with M. Messrelian re: JPA and mediation with Aurora related case; Review and analyze Aurora Complaint.	0.50	\$750.00	\$375.00
Service	10/11/2022	Discuss class size and JPA with AJ.	0.30	\$750.00	\$225.00
Service	10/17/2022	Review and analyze meal and rest break policy and handbook.	0.70	\$750.00	\$525.00
Service	10/17/2022	Review and analyze Anguiano Time Records.	0.30	\$750.00	\$225.00
Service	10/17/2022	Email from M. Messrelian re: PAGA class number.	0.20	\$750.00	\$150.00
Service	10/18/2022	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	10/18/2022	File proof of service of summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50

Service	10/31/2022	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	11/04/2022	Review, analyze and bates-stamp defendant production, plaintiff production; draft summary of production in case notes.	1.60	\$750.00	\$1,200.00
Service	11/04/2022	Prepare produce documents to E. Lietzow; Email to E. Lietzow re: analysis of case.	0.90	\$750.00	\$675.00
Service	11/04/2022	Email to S. Nguyen re: electronic service agreement.	0.30	\$750.00	\$225.00
Service	11/04/2022	Email to M. Soleimanpour re: electronic service agreement.	0.30	\$750.00	\$225.00
Service	11/04/2022	[PAGA] Revise and finalize Belaire-Notice and Protective Order, Draft Letter re same.	0.60	\$750.00	\$450.00
Service	11/04/2022	[Class] Revise and finalize Belaire-Notice and Protective Order, Draft Letter re same.	0.60	\$750.00	\$450.00
Service	11/04/2022	[Class] Draft request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; and plaintiff's notice of deposition of defendant.	2.80	\$750.00	\$2,100.00
Service	11/04/2022	[PAGA] Draft request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; and plaintiff's notice of deposition of defendant.	2.10	\$750.00	\$1,575.00
Service	11/07/2022	Receipt and review email from M. Soleimanpour re extension to respond to pleadings.	0.20	\$750.00	\$150.00
Service	11/29/2022	[PAGA] Receipt and review Joint Case Management Statement.	0.20	\$750.00	\$150.00
Service	11/29/2022	[Class] Receipt and review Joint Case Management Statement.	0.20	\$750.00	\$150.00
Service	11/30/2022	Email to A. Parisi re: meet and confer re: extension to provide discovery responses.	0.30	\$750.00	\$225.00
Service	12/12/2022	Discuss with Andy class certification deadline and PAGA trial in preparation for case management.	0.30	\$750.00	\$225.00
Service	12/13/2022	Review and outline pleadings in preparation for CMC in Class action.	0.50	\$550.00	\$275.00
Service	12/13/2022	Review and outline pleadings in preparation for CMC in PAGA action.	0.50	\$550.00	\$275.00
Service	12/13/2022	Attend CMC in Class and PAGA actions; draft and circulate summary.	1.00	\$550.00	\$550.00
Service	12/14/2022	Email to A. Parisi re: revisions to Belaire-West and Protective Order.	0.20	\$750.00	\$150.00
Service	12/20/2022	Review, analyze and revise Belaire-West Notice.	0.50	\$750.00	\$375.00

Service	12/20/2022	Review, analyze and revise Stipulated Protective Order.	0.60	\$750.00	\$450.00
Service	12/28/2022	Review and analyze Order Setting CMC and OSC re Sanctions.	0.30	\$750.00	\$225.00
Service	12/29/2022	Revise Belaire-Notice to include both PAGA and Class claims.	0.80	\$750.00	\$600.00
Service	12/29/2022	Revise Protective Order; Email to B. Beherns re final Protective Order in PAGA and Class Action.	0.90	\$750.00	\$675.00
Service	01/04/2023	Email form B. Beherns re: meet and confer re: extension to respond to discovery and revisions to Belaire-West Notice.	0.30	\$750.00	\$225.00
Service	01/04/2023	Finalize Belaire-West Notice.	0.90	\$750.00	\$675.00
Service	01/04/2023	Email to IYLM re: administration of the Belaire-West Notice.	0.40	\$750.00	\$300.00
Service	01/04/2023	[PAGA] Revise and finalize Stipulation and Protective Order.	0.40	\$750.00	\$300.00
Service	01/04/2023	[Class] Revise and finalize Stipulation and Protective Order.	0.40	\$750.00	\$300.00
Service	01/04/2023	[PAGA] Revise and finalize Stipulation and Protective Order.	0.40	\$750.00	\$300.00
Service	01/04/2023	[Class] Revise and finalize Stipulation and Protective Order.	0.40	\$750.00	\$300.00
Service	01/04/2023	Create courlink alerts for PAGA and Class re stip to protective orders	0.30	\$250.00	\$75.00
Service	01/10/2023	Email to/from B. Beherns and M. Soleimanpour re: followup on class data and responses to discovery.	0.30	\$750.00	\$225.00
Service	01/13/2023	[Class] Receipt and review responses request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; Review and analyze Defendant's production.	1.60	\$750.00	\$1,200.00
Service	01/13/2023	[PAGA] Receipt and review responses request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; Review and analyze Defendant's production.	1.30	\$750.00	\$975.00
Service	01/13/2023	Email to/from M. Soleimanpour re: Belaire west notice, IDC and IYLM depository.	0.50	\$750.00	\$375.00
Service	01/13/2023	Telephone call from M. Soleimanpour re: document production, mediation and privilege log.	0.60	\$750.00	\$450.00
Service	01/13/2023	Emails to M. Soleimanpour re: document production,	0.60	\$750.00	\$450.00

		mediation and privilege log; Discuss with AJ re: same.			
Service	01/13/2023	Emails to M. Soleimanpour re: meet and confer re: extension to motion to compel discovery.	0.30	\$750.00	\$225.00
Service	01/16/2023	Email to M. Soleimanpour re: meet and confer re: Defendant's responses to discovery.	0.30	\$750.00	\$225.00
Service	01/16/2023	Email to Y. Salvador re: Belaire-West Notice timeline and documents uploaded to the depository.	0.30	\$750.00	\$225.00
Service	01/18/2023	Research IDC procedure, email CTL	0.50	\$250.00	\$125.00
Service	01/18/2023	Check status of procetive orders, not signed yet. Email CTL re MTC deadline 5/26?	0.50	\$250.00	\$125.00
Service	01/19/2023	Review and analyze IDC requirements and Exhibit A in preparation for meet and confer with Defendant.	0.40	\$750.00	\$300.00
Service	01/23/2023	Email to/from M. Soleimanpour re: meet and confer re: mediation with Marlin and KindOP employees.	0.20	\$750.00	\$150.00
Service	01/23/2023	Check status of procetive orders, not signed yet	0.20	\$250.00	\$50.00
Service	01/25/2023	Email from M. Soleimanpour re: agreemetrn to mediate with Marlin.	0.20	\$750.00	\$150.00
Service	01/25/2023	Email to S. Patel re: case caption, description, fee split and other mediation information.	0.40	\$750.00	\$300.00
Service	01/25/2023	Email from Messrellian re: fee split and case caption.	0.20	\$750.00	\$150.00
Service	01/25/2023	Email from/t S. Patel requesting case caption of the Anguiano Complaint.	0.20	\$750.00	\$150.00
Service	01/25/2023	Email from Deputy Clerk re: signed Stipulated Protective Order; Receipt and review Stipulated Protective Order.	0.30	\$750.00	\$225.00
Service	01/25/2023	[Class] Draft Stipulation to Stay Pending Mediation.	0.80	\$750.00	\$600.00
Service	01/25/2023	[PAGA] Draft Stipulation to Stay Pending Mediation.	0.60	\$750.00	\$450.00
Service	01/25/2023	Draft stip to stay pending mediation for Class and PAGA, update FC, Draft POS templates	1.50	\$250.00	\$375.00
Service	01/26/2023	Check status of PO, ROA says signed but not available for download or OneLegal c'd copy	0.30	\$250.00	\$75.00
Service	01/26/2023	Update: court emailed signed PO for Class to CTL, PO saved in the file	0.30	\$250.00	\$75.00
Service	01/30/2023	[PAGA] Review and analyze final stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
Service	01/30/2023	[Class] Review and analyze final stipulation to stay pending mediation.	0.30	\$750.00	\$225.00

Service	01/30/2023	Email CTL re TG circulated PO for class case	0.20	\$250.00	\$50.00
Service	01/30/2023	Finalize, draft POS and file stips to stay pending mediation (One Legal), serve via email, confirm courtlinks activated	1.00	\$250.00	\$250.00
Service	02/01/2023	Confirm stips to stay filed, check status of PAGA, still in progress	0.20	\$250.00	\$50.00
Service	02/02/2023	Review and analyze Stipulation and Order to Stay Case.	0.30	\$750.00	\$225.00
Service	02/02/2023	Calendar reminder to bates stamp docs for mediation	0.20	\$250.00	\$50.00
Service	02/06/2023	Class - save order staying case pending mediation in the file, confirm PAGA saved too	0.20	\$250.00	\$50.00
Service	02/07/2023	Confirmed docs bates stamped	0.20	\$250.00	\$50.00
Service	02/14/2023	Confer w A Ronan re mediation data request issues	0.40	\$675.00	\$270.00
Service	02/14/2023	Review and outline claims in preparation for mediation.	0.50	\$550.00	\$275.00
Service	02/14/2023	Review and outline defendant documents in advance of drafting mediation data request; create exhibit book.	2.00	\$550.00	\$1,100.00
Service	02/14/2023	Review and outline claims in Jimenez action; draft and circulate mediation data request.	1.50	\$550.00	\$825.00
Service	03/01/2023	Review file for documents produced by opposing counsel; update exhibit book; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	03/03/2023	Review file for status of mediation production; draft follow up correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	03/10/2023	Confirm docs bates stamped	0.30	\$250.00	\$75.00
Service	03/23/2023	Email to M. Soleimanpour re: 1198.5 request for Serrato.	0.20	\$750.00	\$150.00
Service	03/23/2023	Multiple correspondence with AB regarding mediation data; review file and draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	03/24/2023	Receipt and review email from M. Soleimanpour re: meet and confer re: mediation data request.	0.10	\$750.00	\$75.00
Service	03/24/2023	Multiple follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	03/30/2023	Multiple follow up correspondence with opposing counsel regarding mediation data; retrieve order and submit to opposing counsel.	0.60	\$550.00	\$330.00
Service	03/31/2023	Review original intake notes for Plaintiff Serrato. Review severance agreement terms. Review entire employment file for legal claims. Conference with	2.90	\$850.00	\$2,465.00

		Plaintiff Serrato regarding case status and mediation issues.			
Service	04/02/2023	Review case file. Draft mediation brief.	5.50	\$850.00	\$4,675.00
Service	04/03/2023	Multiple correspondence with opposing counsel regarding mediation data; review depository.	0.50	\$550.00	\$275.00
Service	04/03/2023	Correspondence with third party administrator regarding transfer of documents.	0.40	\$550.00	\$220.00
Service	04/03/2023	Multiple correspondence with CJ and TG regarding document retrieval.	0.30	\$550.00	\$165.00
Service	04/04/2023	Access, download, and review mediation documents; follow up correspondence regarding expert review.	1.00	\$550.00	\$550.00
Service	04/10/2023	Review and outline mediation document; review against exhibit book; draft follow up correspondence.	1.20	\$550.00	\$660.00
Service	04/12/2023	Bates stmap P's docs, save pay stubs and exhibit book in exhibit folder	1.00	\$250.00	\$250.00
Service	04/13/2023	Email to/from M. Soleimanpour re meet and confer re: 1198.5 request.	0.20	\$750.00	\$150.00
Service	04/13/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/15/2023	Review mediation briefs and all exhibits attached thereto. Analyze expert damage and penalty report. Status update to two Plaintiffs regarding mediation. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	04/17/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	04/20/2023	Review emails and various drafts of MOU; analyze for approval issues	0.50	\$950.00	\$475.00
Service	04/24/2023	Review MOU, analyze long form issues. Advise CL.	2.25	\$995.00	\$2,238.75
Service	04/25/2023	Email to H. Messrelian re: Jimenez Action.	0.20	\$750.00	\$150.00
Service	04/25/2023	Email from/to M. Messrelian re: Jimenez Complaint.	0.30	\$750.00	\$225.00
Service	04/25/2023	Email from/to J. Lopez re: Messrelian Costs related to Jimenez Complaint.	0.30	\$750.00	\$225.00
Service	04/27/2023	Review file for status; draft joint statement in both Class and PAGA matters.	0.30	\$550.00	\$165.00
Service	04/27/2023	Draft stip to file FACC and consolidate with Jimenez case, run costs Tussman and Clío	1.00	\$250.00	\$250.00
Service	04/27/2023	Review and analyze mediation notes and results. Review and analyze MOU term sheet. Send MOU to two Plaintiffs. Calls with Plaintiffs to discuss terms and settlement amounts. Follow up for signatures.	1.50	\$850.00	\$1,275.00

Service	04/28/2023	Revise joint statement in both Class and PAGA matters; submit to opposing counsel.	0.50	\$550.00	\$275.00
Service	05/01/2023	Receive and review joint statement; follow up correspondence with opposing counsel regarding complex fees.	0.40	\$550.00	\$220.00
Service	05/04/2023	Draft First Amended Consolidated Class and PAGA Complaint.	2.90	\$750.00	\$2,175.00
Service	05/04/2023	Draft and revise Stipulation for Leave to File FACC.	0.80	\$750.00	\$600.00
Service	05/05/2023	Draft Long Form Settlement Agreement.	1.30	\$750.00	\$975.00
Service	05/08/2023	Revise Long Form Settlement Agreement.	3.30	\$750.00	\$2,475.00
Service	05/08/2023	Draft and Revise Stipulation for Leave to File First Amended Consolidated Complaint.	0.90	\$750.00	\$675.00
Service	05/08/2023	Draft and Revise First Amended Consolidated Complaint.	0.50	\$750.00	\$375.00
Service	05/08/2023	Email to M. Messrelian re: First Amended Consolidated Complaint; Stipulation fore Leave and Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
Service	05/08/2023	Review of relevant file materials in both class and PAGA actions, including relevant orders and court dockets, to determine handling of pending case management conferences in both cases and OSC re Defendant's failure to appear at prior CMC.	0.20	\$675.00	\$135.00
Service	05/12/2023	Email to M. Messrelian re: revisions to Settlement Agreement and Pleadings.	0.30	\$750.00	\$225.00
Service	05/16/2023	Email to M. Messrelian re: revisions to FAC, Stipulation for Leave and Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	05/16/2023	Email to M. Soleimanpour re: revisions to FAC, Stipulation for Leave and Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
Service	05/22/2023	Email from M. Soleimanpour re long form settlement agreement.	0.30	\$750.00	\$225.00
Service	05/22/2023	Receipt and review of correspondence from Sonia Olalia regarding continuance of CMC in class action and examination of dockets and file materials in both class and PAGA actions to determine course of handling.	0.30	\$675.00	\$202.50
Service	05/22/2023	Review file for status of discovery requests and motion to compel timeline; draft multiple correspondence with opposing counsel; update file.	0.50	\$550.00	\$275.00
Service	05/22/2023	Draft and File notices of RA via one legal, serve via email	0.50	\$250.00	\$125.00

Service	05/23/2023	Email from S. Olalia re: continued CMC.	0.20	\$750.00	\$150.00
Service	05/23/2023	Communications with Court clerk, opposing counsel, AGR, and CTL regarding case management in PAGA action, and examination of dockets in both class and PAGA actions, to determine handling of CMC due to conflicting notice of continuance of CMC in class action.	0.50	\$675.00	\$337.50
Service	05/23/2023	Email RH re PAGA case still on calendar for hearing per the court's final calendar	0.20	\$250.00	\$50.00
Service	05/26/2023	Telephone call to M. Soleiman re: stipulation for leave to file FAC, FAC and revisions to long form agreement.	0.30	\$750.00	\$225.00
Service	05/26/2023	Email to M. Soleiman re: stipulation for leave to file FAC, FAC and revisions to long form agreement.	0.20	\$750.00	\$150.00
Service	05/30/2023	Receipt, review, and analysis of Order Setting Further Case Management Conference and OSC re Sanctions, and determination as to further handling.	0.30	\$675.00	\$202.50
Service	05/30/2023	Receipt and review Order setting CMC and OSC re Defendant's failure to appear.	0.20	\$750.00	\$150.00
Service	05/30/2023	Finalize FACC	1.00	\$250.00	\$250.00
Service	05/31/2023	Finalize FACC; Email to B. Beherns re: stipulation for leave to file FACC.	0.30	\$750.00	\$225.00
Service	05/31/2023	Fix caption of FACC and email to CTL for review	0.20	\$250.00	\$50.00
Service	06/01/2023	Telephone call with B. Beherns re: revisions to FAC and Stipulation for Leave.	0.30	\$750.00	\$225.00
Service	06/01/2023	Email from B. Beherns re: executed Stipulation for Leave to file FAC.	0.30	\$750.00	\$225.00
Service	06/01/2023	Finalize Stipulation for Leave to file FAC and FAC.	0.40	\$750.00	\$300.00
Service	06/01/2023	Email from M. Messrelian re: Stipulation to File FAC in Garcia Action.	0.30	\$750.00	\$225.00
Service	06/01/2023	Email from M. Messrelian re: Stipulation for Leave to File FAC.	0.20	\$750.00	\$150.00
Service	06/01/2023	Fix page 8 of FACC and para numbering	0.40	\$250.00	\$100.00
Service	06/01/2023	Finalize stip to file FACC, add as exhibit 1, email to CTL re Co-P needs to file	0.30	\$250.00	\$75.00
Service	06/02/2023	Email from M. Messrelian re: stipulation for leave to file FAC.	0.20	\$750.00	\$150.00
Service	06/02/2023	Set up courtlinks re related case	0.20	\$250.00	\$50.00
Service	06/06/2023	Email from M. Messrelian re: Stipulation for Leave to File FAC.	0.20	\$750.00	\$150.00

Service	06/07/2023	Email from M. Messrelian re: Stipulation for Leave to File FAC.	0.20	\$750.00	\$150.00
Service	06/07/2023	Review and analyze docket re: OSC hearing and CMC.	0.30	\$750.00	\$225.00
Service	06/07/2023	Check status of case and court dockets	0.40	\$250.00	\$100.00
Service	06/09/2023	Receipt, review, and analysis of Order Setting Further Case Management Conference and Order to Show Cause re Sanctions and/or Dismissal, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	06/12/2023	Order setting further CMC/OSC re Defendant's failure to appear.	0.30	\$750.00	\$225.00
Service	06/14/2023	Telephone call to M. Soleiman re: status of revisions to long for settlement agreement.	0.30	\$750.00	\$225.00
Service	06/14/2023	Email to M. Soleiman re: status of revisions to long for settlement agreement and request conference call.	0.30	\$750.00	\$225.00
Service	06/16/2023	Email from/to M. Soleimanpour re: meet and confer re: settlement agreements.	0.20	\$750.00	\$150.00
Service	06/16/2023	Email from M. Messrelian re: filing of First Amended Complaint.	0.30	\$750.00	\$225.00
Service	06/16/2023	Email from/to M. Soleimanpour re: cnpference call re meet and confer re settlement agreement.	0.30	\$750.00	\$225.00
Service	06/16/2023	Email from/to T. Wise re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	06/19/2023	Add /s/ signature for Nick to FACC, email CTL re OK to file? Yes, finalize, draft POS file via one legal, serve via email	1.00	\$250.00	\$250.00
Service	06/20/2023	Finalize and finle First Amended Consolidated Complaint.	0.30	\$750.00	\$225.00
Service	06/20/2023	Dwnld c'd FACC, send to Co-Co, upload to LWDA, circulate, save in the file	0.50	\$250.00	\$125.00
Service	06/22/2023	Telephone call with M. Soleimanpour re meet and confer re status of long form settlement agreement.	0.30	\$750.00	\$225.00
Service	06/22/2023	Email to M. Soleimanpour re revisions to long form settlement agreement; Discuss with Norm re: same.	0.30	\$750.00	\$225.00
Service	07/07/2023	Email to M. Soleimanpour re revisions to long form settlement agreement and circulating for signature.	0.30	\$750.00	\$225.00
Service	07/17/2023	Email M. Soleimanpour re: settlement agreement and revisions and conference call request.	0.30	\$750.00	\$225.00
Service	07/19/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50

Service	07/27/2023	Prepare for telephone call with B. Beherns re: remaining issues related to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	07/27/2023	Telephone call with B. Beherns re: remaining issues related to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
Service	07/27/2023	Email to B. Beherns re: revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
Service	07/27/2023	Revise Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
Service	07/28/2023	Email to B. Beherns re: PAGA pay period sand number of Aggrieved Employees.	0.20	\$750.00	\$150.00
Service	08/02/2023	Email from B. Beherns re: updates to settlement agreement and discussions with client.	0.20	\$750.00	\$150.00
Service	08/14/2023	Draft Joint Case Management Statement; Email to B. Berherns re: same and settlement agreement.	0.70	\$750.00	\$525.00
Service	08/14/2023	Revise and analyze Defendant's Revisions to the Long Form settlement agreement.	0.50	\$750.00	\$375.00
Service	08/14/2023	Email from/to B. Berherns re: Joint CMS and settlement agreement.	0.30	\$750.00	\$225.00
Service	08/14/2023	Email from/to A. Parisi re: Joint CMS; Finalize Joint CMS.	0.40	\$750.00	\$300.00
Service	08/16/2023	Email to B. Beherns re update re total number of AE and PAGA Periods for Settlement.	0.20	\$750.00	\$150.00
Service	08/25/2023	Class and PAGA - Review status of case, confirm hearings for both matters still on calendar 8/29/23, confirm notice of remote appearance on file, set up remote appearance for CTL	0.40	\$250.00	\$100.00
Service	08/28/2023	Email from/to B. Beherns re: meet and confer re: revisions to settlement agreement and conference call before CMC.	0.30	\$750.00	\$225.00
Service	08/28/2023	Email from J. Kilpatrick re: exhibits to settlement agreement; Discuss with Kyle re: same.	0.20	\$750.00	\$150.00
Service	08/28/2023	Telephone call from B. Beherns re: revisions to settlement agreement and OSC; Email to B. Beherns re same.	0.30	\$750.00	\$225.00
Service	08/29/2023	Email from/to Brad Beherns re status of settlement agreement and figures from Defendant.	0.30	\$750.00	\$225.00
Service	08/29/2023	Prepare for and Attend case management conference.	0.50	\$750.00	\$375.00
Service	09/01/2023	Email to B. Beherns re: revisions to settlement agreement and preliminary approval motion.	0.30	\$750.00	\$225.00
Service	09/15/2023	Receipt and review Notice of Resetting Hearing on	0.30	\$750.00	\$225.00

Motion for Preliminary Approval.					
Service	09/18/2023	Review alerts from Courtlinks re CMC/OSC held, MPA hearing set 10/20/23, confirm dates on calendar	0.20	\$250.00	\$50.00
Service	09/18/2023	Review alerts from Courtlinks re MPA hearing set 10/20/23 continued to 11/7/23, confirm dates on calendar	0.20	\$250.00	\$50.00
Service	09/18/2023	Review notice from court issued on 9/11/23, confirm no need to serve on other parties	0.20	\$250.00	\$50.00
Service	09/19/2023	Email to B. Beherns re: revisions to settlement agreement; Discuss with Kyle re: moving preliminary approval hearing.	0.30	\$750.00	\$225.00
Service	09/20/2023	Review order continuing MPA hearing and email from KN; prepare stip to continue deadline for P to file MPA	0.60	\$250.00	\$150.00
Service	09/20/2023	Email to B. Beherns re: Stipulation to Continue Deadline to file Motion for Preliminary Approval; Revise Stipulation to Continue Deadline to file Motion for Preliminary Approval.	0.50	\$750.00	\$375.00
Service	09/20/2023	Email from B. Beherns re: meet and confer re: settlement agreement.	0.30	\$750.00	\$225.00
Service	09/20/2023	Telephone call to B. Beherns re: stipulation to move preliminary approval deadline; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	09/20/2023	Email from B. Beherns re: Stipulation to Continue Motion for Preliminary Approval; Revise and finalize Stipulation to Continue Motion for Preliminary Approval.	0.50	\$750.00	\$375.00
Service	09/21/2023	Finalize Joint Stip to continue deadline to file MPA, update POS, file via One Legal, serve via email, circulate	0.50	\$250.00	\$125.00
Service	09/25/2023	Review status of stip to continue deadline for MPA, discuss with CTL hearing set in wrong case, review status of hearing dates in 3 cases in dept 14, strategize to file stip to correct issue	0.50	\$250.00	\$125.00
Service	09/25/2023	Review and analyze order and docket re: Jimenez motion for preliminary approval hearing; review and analyze order and docket re: briefing schedules in Anguiano; Email to M. Messrelan re: order filed 6/2023; Discuss with Adolfo r: stipulations to vacated hearing in Anguiano and continuing hearing in Jimenez.	0.60	\$750.00	\$450.00
Service	09/26/2023	Draft Joint Stipulation to Vacate Motion for Preliminary Approval in Anguiano; Email to B. Beherns re: same.	1.30	\$750.00	\$975.00
Service	09/26/2023	Draft Joint Stipulation to Continue Motion for Preliminary Hearing in Jimenez.	1.10	\$750.00	\$825.00
Service	09/27/2023	Email from/to B. Beherns re: Joint Stipulation to Vacate Motion for Preliminary Approval in Anguiano.	0.30	\$750.00	\$225.00

Service	09/27/2023	Emails from/to M. Messrelan re: Joint Stipulation to Continue Motion for Preliminary Hearing in Jimenez; Review and analyze revisions to Joint Stipulation to Continue Motion for Preliminary Hearing in Jimenez.	0.40	\$750.00	\$300.00
Service	09/27/2023	Emails from/to B. Beherns re: Joint Stipulation to Continue Motion for Preliminary Hearing in Jimenez; Review and analyze revisions to Joint Stipulation to Continue Motion for Preliminary Hearing in Jimenez.	0.40	\$750.00	\$300.00
Service	09/27/2023	Review status of cases and court's website re duplicative dates for MPA, discuss with CTL, fix and finaliza stipulations to vacate hearing date and to continue deadline to file motion, file via One Legal, serve via email on OPC and co plaintiff, prepare POS, circulate	1.50	\$250.00	\$375.00
Service	09/27/2023	Jimenez - finalize stipulation to continue motion for preliminary approval hearing; Email from B. Beherns re same.	0.30	\$750.00	\$225.00
Service	09/29/2023	Verify status of filed stips re MPA, rejected due to D not paying complex fees, email CTL re have D re-file	0.30	\$250.00	\$75.00
Service	09/29/2023	Email to B. Beherns re: Defendant's failure to pay complex fee and rejection of stipulation.	0.30	\$750.00	\$225.00
Service	10/04/2023	Follow up re status of stip to vacate MPA (Anguiano), check court's website, hearing not vacated yet. Re: Jimenez, OPC has not re-filed/payed complex fees and MPA still on calendar for 10/27/23; prepare draft to vacate MPA hearing in PAGA action too and send to CTL/AGR for review	0.90	\$250.00	\$225.00
Service	10/04/2023	Download and circulate granted stip re Jimenez MPA hearing continued, monitor status of Anguiano matter	0.40	\$250.00	\$100.00
Service	10/04/2023	Review status and Order; review emails; email Def re agreement	0.50	\$950.00	\$475.00
Service	10/09/2023	Review status of cases and stipulations to continue MPA, Jimenez OK, need to move Anguiano Class and PAGA, email CJ re updating calendar and confirming dates ok	0.60	\$250.00	\$150.00
Service	10/12/2023	work on approval issues; prepare outline for approval; emails with staff and Def; research issues for motion	1.75	\$950.00	\$1,662.50
Service	10/15/2023	Draft exhibits to Agreement; work on settlement and approval issues; prepare approval outline; emails to staff and co-counsel; email Def	4.50	\$950.00	\$4,275.00
Service	10/16/2023	Discuss class settlement issue with AJ; revise Agreement; emails with Def; prepare final agreement and circulate.	1.50	\$950.00	\$1,425.00
Service	10/16/2023	Draft motion for preliminary approval; email Def; memo to staff and co-counsel; memo to Admin re decl and	4.00	\$950.00	\$3,800.00

estimate					
Service	10/16/2023	Review settlement terms for conformity with MOU terms. Analyze exhibits thereto. Send agreement to two Plaintiffs for signatures. Follow up calls to discuss terms and process of approval.	1.40	\$850.00	\$1,190.00
Service	10/17/2023	Work on settlement issues; emails with co-counsel and staff	1.00	\$950.00	\$950.00
Service	10/17/2023	Draft Stipulation to Vacate Motion for Preliminary Hearing in Anguiano PAGA Action; Email to B. Beherns re: same.	0.70	\$750.00	\$525.00
Service	10/17/2023	Draft Stipulation to Vacate Motion for Preliminary Hearing in Anguiano Class Action; Email to B. Beherns re: same.	0.60	\$750.00	\$450.00
Service	10/17/2023	review and revise motion for preliminary approval; prepare motion for filing; file and serve motion; prepare signed agreement; emails Def	2.50	\$950.00	\$2,375.00
Service	10/19/2023	[Class] Email from B. Beherns re Anguiano Stipulation to Vacate hearing re motion for final approval; Review and analyze stipulation to vacate hearing re motion for final approval	0.50	\$750.00	\$375.00
Service	10/19/2023	[PAGA] Email to B. Beherns re Anguiano Stipulation to Vacate hearing re motion for final approval; Review and analyze stipulation to vacate hearing re motion for final approval	0.30	\$750.00	\$225.00
Service	10/19/2023	Review status of cases and court's website re dates for MPA still on calendar on both matters, discuss with CTL, fix and finalize stipulations to vacate hearing dates, file via One Legal, serve via email on OPC and co plaintiff, prepare POS, circulate	1.00	\$250.00	\$250.00
Service	10/20/2023	Receipt and review Anguiano Order re Vacating Preliminary Approval hearing.	0.30	\$750.00	\$225.00
Service	10/20/2023	Follow up re stips to vacate MPA in anguiano cases; review court's website, hearings vacated but no signed order returned yet	0.40	\$250.00	\$100.00
Service	10/24/2023	Review file; draft declaration of plaintiff Edward Anguiano in support of preliminary approval/service award request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	10/25/2023	Review file; draft declaration of plaintiff Evelyn Serrato in support of preliminary approval/service award request; email to client re draft declaration	1.75	\$675.00	\$1,181.25
Service	10/27/2023	Email to B. Beherns re: Defendant's signature on settlement agreement; review docket re: motion for preliminary approval.	0.30	\$750.00	\$225.00
Service	11/08/2023	Email form B. Beherns re: executed settlement	0.20	\$750.00	\$150.00

		agreement.			
Service	11/09/2023	Review filings, analyze, advise KN.	2.00	\$995.00	\$1,990.00
Service	11/10/2023	Work on issues re Kind Op; email counsel; review necessary revisions and steps for approval	1.00	\$950.00	\$950.00
Service	11/15/2023	Call and email clerk re moving hearing MPA to January, left a vm requesting call back	0.40	\$250.00	\$100.00
Service	11/15/2023	Draft declaration ISO motion for preliminary; review email from Court; email all counsel and discuss issue; memo to staff; review exhibits for decl.	3.00	\$950.00	\$2,850.00
Service	11/16/2023	Review emails; draft stipulation regarding hearing; email Defendant	1.00	\$950.00	\$950.00
Service	11/20/2023	File documents; email court; Re-do stipulation.	1.00	\$950.00	\$950.00
Service	11/21/2023	Review ROA for upcoming Hearing re Motion for Preliminary Approval. Hearing remains on calendar.	0.10	\$250.00	\$25.00
Service	11/22/2023	Review notification from Courtlinks and 11/21 signed Order. Confirm 2/9 hearing re Motion for Preliminary Approval of Class Settlement has been calendared. Email order to CTL.	0.10	\$250.00	\$25.00
Service	12/20/2023	Email to D. De La Cruz re: revisions to settlement agreement and exhibits.	0.20	\$750.00	\$150.00
Service	12/21/2023	Review revisions to Agreement and Exhibits; respond to Defendants	1.50	\$950.00	\$1,425.00
Service	12/21/2023	Email from D. De La Cruz re: revisions to Exhibits A-C to the settlement agreement.	0.20	\$750.00	\$150.00
Service	12/22/2023	Review final revised agreement; memo to staff	0.50	\$950.00	\$475.00
Service	12/26/2023	prepared revised signed Agreement; email Def	0.50	\$950.00	\$475.00
Service	01/17/2024	Email from B. Beherns re: meet and confer re: settlement agreement from ultra personnel, review and analyze settlement agreement.	0.30	\$750.00	\$225.00
Service	01/31/2024	Prepare signed agreement and other exhibits; review and revise declaraiton; prepare final declarations; file and serve documents; serve LWDA	3.50	\$950.00	\$3,325.00
Service	01/31/2024	Review alert from Courtlinks re updates on hearings. Confirm 2/9 hearing re motion for is on calendar.	0.20	\$250.00	\$50.00
Service	02/01/2024	Review alert from Courtlinks re updates on hearings. Confirm 2/9 hearing re motion for is on calendar.	0.20	\$250.00	\$50.00
Service	02/08/2024	Review documents and status; review posted tentative ruling; review proposed order and proposed schedule; email counsel re hearing.	0.50	\$950.00	\$475.00

Service	02/09/2024	Court appearance -- prelim approval motion; prepare for hearing; email report to counsel	0.50	\$950.00	\$475.00
Service	02/15/2024	Review signed order; email all counsel; memo to admin with documents	0.60	\$950.00	\$570.00
Service	02/19/2024	Email from M. Nava re: administration timeline; receipt and review administration timeline.	0.30	\$750.00	\$225.00
Service	03/11/2024	Email from M. Nava re: class notice for administration.	0.30	\$750.00	\$225.00
Service	03/11/2024	Review formatted notice and respond to Admin email	0.50	\$950.00	\$475.00
Service	05/09/2024	Review Courtlinks alert re upcoming hearings. Confirm 9/6 MFA is calendared.	0.10	\$250.00	\$25.00
Service	06/03/2024	Review court notice re OSC and CMC, event set for 2023, no action needed	0.30	\$450.00	\$135.00
Service	06/04/2024	Review Courtlinks alert re hearing dates. Confirm 9/6 Hearing re MFA is calendared.	0.10	\$250.00	\$25.00
Service	06/17/2024	Review revise timeline; review formatted notice; respond to Admin re issues	0.50	\$950.00	\$475.00
Service	07/29/2024	Receipt and review status report detailing the mailed notices and received responses	0.20	\$750.00	\$150.00
Service	08/05/2024	Draft: draft motion for final approval; review motion for preliminary approval; review court's orders; review complaint; review settlement agreement	3.00	\$750.00	\$2,250.00
Service	08/06/2024	Draft: draft motion for final approval; draft notice of motion for final approval; review fees and costs; correspondence to co-counsel; advise KN	2.30	\$750.00	\$1,725.00
Service	08/06/2024	Review and revise motion for final approval; memo to staff; prepare redlines for VR reference; email draft motion to Defendant; review Admin status and next steps	2.25	\$950.00	\$2,137.50
Service	08/09/2024	Draft: draft declaration of NBB in support of final approval motion; review motion for final approval motion; review court's orders; review preliminary approval motion	2.20	\$750.00	\$1,650.00
Service	08/10/2024	Draft: draft declaration of NBB; review motion for final approval; review and revise motion for final approval; review tables and citations; advise KN	2.50	\$750.00	\$1,875.00
Service	08/13/2024	review and revise declaration; review exhibits and prepare final exhibits.	2.00	\$950.00	\$1,900.00
Services Subtotal				\$160,111.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/12/2022	OneLegal/Filing Fee	1.00	\$1,648.49	\$1,648.49
Expense	08/12/2022	OneLegal/Filing Fee	1.00	\$464.56	\$464.56
Expense	10/17/2022	Court/OneLegal Fees	1.00	\$16.57	\$16.57
Expense	10/17/2022	Court/OneLegal Fees	1.00	\$16.57	\$16.57
Expense	10/19/2022	Court/OneLegal Fee	1.00	\$123.80	\$123.80
Expense	10/19/2022	Court/OneLegal Fee	1.00	\$123.80	\$123.80
Expense	10/31/2022	KNOX - Messenger and Filing Service.	1.00	\$53.95	\$53.95
Expense	10/31/2022	KNOX - Messenger and Filing Service.	1.00	\$119.35	\$119.35
Expense	11/08/2022	Berger Consulting Group.	1.00	\$400.00	\$400.00
Expense	11/30/2022	Expert Fees - DM&A	1.00	\$1,181.25	\$1,181.25
Expense	01/11/2023	OneLegal - Stipulation to Stay Pending Mediation.	1.00	\$37.73	\$37.73
Expense	01/17/2023	One Legal - Stipulation.	1.00	\$37.73	\$37.73
Expense	01/31/2023	One Legal - Stipulation	1.00	\$17.04	\$17.04
Expense	02/01/2023	One Legal - Stipulation.	1.00	\$17.04	\$17.04
Expense	02/14/2023	Mediation Fees - Marlin	1.00	\$6,000.00	\$6,000.00
Expense	04/26/2023	Berger Consulting Fees.	1.00	\$3,990.00	\$3,990.00
Expense	05/01/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	05/01/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	05/22/2023	OneLegal filing fee	1.00	\$17.04	\$17.04
Expense	05/22/2023	OneLegal filing fee	1.00	\$17.04	\$17.04
Expense	06/16/2023	OneLegal filing fee	1.00	\$17.04	\$17.04
Expense	06/16/2023	OneLegal filing fee	1.00	\$17.04	\$17.04
Expense	09/22/2023	OneLegal filing fee	1.00	\$38.19	\$38.19
Expense	09/29/2023	OneLegal filing fee	1.00	\$13.33	\$13.33
Expense	09/29/2023	OneLegal filing fee	1.00	\$17.04	\$17.04
Expense	10/18/2023	Filing fee and one legal charge - motion	1.00	\$78.96	\$78.96
Expense	10/20/2023	OneLegal filing fee	1.00	\$38.19	\$38.19
Expense	10/20/2023	OneLegal filing fee	1.00	\$38.19	\$38.19
Expense	11/21/2023	One legal filing charge	1.00	\$16.42	\$16.42

Expense	11/21/2023	One legal filing charge and stip filing fee	1.00	\$37.78	\$37.78
Expense	02/05/2024	One legal charge	1.00	\$19.10	\$19.10
Expenses Subtotal				\$14,647.32	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	8.0	\$895.00	\$7,160.00
Norm Blumenthal	4.25	\$995.00	\$4,228.75
Scott Blumenthal	18.8	\$450.00	\$8,460.00
Nicholas De Blouw	26.2	\$850.00	\$22,270.00
Ricardo Ehmann	20.5	\$675.00	\$13,837.50
Randy Hy	1.6	\$675.00	\$1,080.00
Christine LeVu	65.8	\$750.00	\$49,350.00
Kyle Nordrehaug	35.1	\$950.00	\$33,345.00
Victoria Rivapalacio	10.0	\$750.00	\$7,500.00
Andrew Ronan	13.4	\$550.00	\$7,370.00
Adolfo Sanchez Contreras	0.3	\$450.00	\$135.00
Adolfo Sanchez Contreras	20.7	\$250.00	\$5,175.00
Yesenia Silva	0.8	\$250.00	\$200.00
Subtotal			\$174,758.57
Total			\$174,758.57

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/13/2024	\$174,758.57	\$0.00	\$174,758.57
Outstanding Balance				\$174,758.57
Total Amount Outstanding				\$174,758.57

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

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #6

MESSRELIAN LAW INC.
Harout Messrelian (SB# 272020)
hm@messrelianlaw.com
Maralle Messrelian, Of Counsel (SB#316974)
maralle@messrelianlaw.com
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

AURORA GARCIA JIMENEZ, EDWARD
ANGUIANO II, and EVELYN SERRATO
on behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

KIND OP CORP.; ULTRA PERSONNEL, LLC;
and DOES 1 through 25, inclusive,
Defendants.

Case No. 22CV001723

**DECLARATION OF EDWARD
ANGUIANO II IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: December 1, 2023
Hearing Time: 8:30 a.m.
[Hearing set by Order dated October 4,
2023]

Judge: Hon. Carrie M. Panetta
Dept: 14

Date Filed: June 17, 2022
Trial Date: Not set

1 I, Edward Anguiano II, declare as follows:

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

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

9 3. I worked for the above-referenced Defendants in California from January of 2021 to
10 December of 2021.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
14 Court. I am not aware of having any actual or potential conflicts of interest with another class
15 member in this case nor am I aware of having any actual or potential conflicts of interest with
16 Apex Class Action, the settlement administrator. I am not aware of any other pending matter or
17 action asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights and others like me were violated. For example, due to the
21 heavy workload imposed by Defendants, I was often unable to take compliant meal and rest
22 breaks in that they were late, interrupted or missed entirely. I was also not paid for all the time I
23 worked. For example, sometimes after clocking out I was still required to continue working such
24 as unloading work vehicles and moving product back into the facility before completing and
25 returning the manifest back to Defendants. I also had to submit to Covid-19 screening questions
26
27

1 and a temperature check while off the clock. In addition, I had to use my personal cell phone for
2 various work-related issues but was not reimbursed by the Defendants for the costs I incurred for
3 using my cell phone.

4 6. I spoke to my attorneys and discussed how the Defendants implemented their company
5 policies and procedures. I also assisted my attorneys in their investigation into my claims by
6 providing them documents and answering their questions. I was also able to access court-filed
7 documents in this case on the firm's website so that I could review them and keep up with the
8 developments in the case which I understood was one of my duties as a class representative. I
9 also contacted my attorneys from time to time if I had any questions about the case.
10

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

18 8. I understood that being a plaintiff/class representative in this case meant that I
19 was seeking damages not only for myself but also other individuals who worked for the
20 Defendants in California. I felt that these individuals were not aware of their labor law rights
21 and even if they were they would probably be apprehensive about speaking up or even simply
22 because of the time, effort and risk involved in filing a class action lawsuit.
23

24 9. I understood that being a part of this lawsuit involved risks. For example, my
25 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
26 pay for all or part of the attorney fees and costs paid by the Defendants to defend this lawsuit.
27

1 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
2 hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in
3 this case it would not be difficult for a future employer to become aware that I sued a former
4 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
5 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
6 case.
7

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

11 11. A mediation took place on April 17, 2023 with Lou Marlin, a well-respected and
12 experienced mediator of wage and hour class actions. After the mediation the parties were able
13 to reach an agreement to settle the action based on a mediator's proposal. I communicated with
14 my attorneys regarding the terms of the settlement which was reached between the parties and
15 understood that I was representing absent class members and therefore wanted the best possible
16 result to be obtained for the class members and I believe a very positive result was in fact
17 achieved via settlement. I reviewed and signed the Memorandum of Understanding on April 24,
18 2023 and when the final settlement papers were ready, I closely reviewed the Settlement
19 Agreement which I signed on October 17, 2023.
20

21 12. I have been actively involved with this lawsuit performing the duties described above.
22 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
23 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
24 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
25 up until this point. I believe I have been diligent and have done what is expected of a named
26
27

1 plaintiff and a proposed class representative to date, and will continue to do so. I have and
2 always will maintain the best interest of the class members.

3 13. My attorneys explained to me that the settlement process involves a two-step
4 review by the Court to determine whether the settlement is fair before approving the settlement.
5 I know this process also involves notifying all class members of the settlement terms and of their
6 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
7 settlement.
8

9 14. I believe I did the right thing by filing this case on behalf of the class members who,
10 subject to court approval, are in line to receive monetary payments as a result of this case and
11 settlement. This is money they may never have ever gotten if I did not pursue this action on their
12 behalf. I feel significant personal satisfaction to know that I played a role in the class members
13 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
14 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
15 compensation for the work I performed and the risks I undertook.
16

17 15. As part of the settlement it was necessary for me to sign a general release of all
18 claims I may have against Defendants. I believe the Class Representative Service Payment I
19 have requested provides me with some compensation for this agreed release.
20

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing a former employer, the exposure to being responsible for paying Defendants' costs in the
23 event we did not win the case, the reputational risk that future employers may hold this lawsuit
24 against me, the general release, and in light of the size of the settlement, I believe the request for
25

26 ///

27 ///

1 \$10,000 as a Class Representative service payment is fair and reasonable.

2
3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5 Executed on Oct 25, 2023, at Salinas, California.
6 (city, state)

7
8 
Edward Anguiano II (Oct 25, 2023 00:41 PDT)
Edward Anguiano II

EXHIBIT #7

MESSRELIAN LAW INC.
Harout Messrelian (SB# 272020)
hm@messrelianlaw.com
Maralle Messrelian, Of Counsel (SB#316974)
maralle@messrelianlaw.com
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

AURORA GARCIA JIMENEZ, EDWARD
ANGUIANO II, and EVELYN SERRATO
on behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

KIND OP CORP.; ULTRA PERSONNEL, LLC;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 22CV001723

**DECLARATION OF EVELYN
SERRATO IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: December 1, 2023

Hearing Time: 8:30 a.m.

*[Hearing set by Order dated October 4,
2023]*

Judge: Hon. Carrie M. Panetta
Dept: 14

Date Filed: June 17, 2022

Trial Date: Not set

1 I, Evelyn Serrato, declare as follows:

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

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

9 3. I worked for the above-referenced Defendants in California from November of 2022 to
10 March of 2023.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
14 Court. I am not aware of having any actual or potential conflicts of interest with another class
15 member in this case nor am I aware of having any actual or potential conflicts of interest with
16 Apex Class Action, the settlement administrator. I am not aware of any other pending matter or
17 action asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights and others like me were violated. For example, due to the
21 heavy workload imposed by Defendants, I was often unable to take compliant meal and rest
22 breaks in that they were late, interrupted or missed entirely. I also had to use my personal cell
23 phone for various work-related issues but was not reimbursed by the Defendants for the costs I
24 incurred for using my cell phone.
25

26 6. I spoke to my attorneys and discussed how the Defendants implemented their company
27

1 policies and procedures. I also assisted my attorneys in their investigation into my claims by
2 providing them documents and answering their questions. I was also able to access court-filed
3 documents in this case on the firm's website so that I could review them and keep up with the
4 developments in the case which I understood was one of my duties as a class representative. I
5 also contacted my attorneys from time to time if I had any questions about the case.
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7 7. Even though this action is in the process of settling, I was and remain prepared to
8 perform all the duties of a class representative. I understand that as a class representative I have
9 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
10 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
11 benefit of the class members and surrender any right to compromise the group action for an
12 individual gain.
13

14 8. I understood that being a plaintiff/class representative in this case meant that I
15 was seeking damages not only for myself but also other individuals who worked for the
16 Defendants in California. I felt that these individuals were not aware of their labor law rights
17 and even if they were they would probably be apprehensive about speaking up or even simply
18 because of the time, effort and risk involved in filing a class action lawsuit.
19

20 9. I understood that being a part of this lawsuit involved risks. For example, my
21 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
22 pay for all or part of the attorney fees and costs paid by the Defendants to defend this lawsuit.
23 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
24 hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in
25 this case it would not be difficult for a future employer to become aware that I sued a former
26 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
27

1 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
2 case.

3 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
4 kept up to date on important developments by reviewing court filings that were made available to
5 me electronically as I described above.
6

7 11. A mediation took place on April 17, 2023 with Lou Marlin, a well-respected and
8 experienced mediator of wage and hour class actions. After the mediation the parties were able
9 to reach an agreement to settle the action based on a mediator's proposal. I communicated with
10 my attorneys regarding the terms of the settlement which was reached between the parties and
11 understood that I was representing absent class members and therefore wanted the best possible
12 result to be obtained for the class members and I believe a very positive result was in fact
13 achieved via settlement. I reviewed and signed the Memorandum of Understanding on April 27,
14 2023 and when the final settlement papers were ready, I closely reviewed the Settlement
15 Agreement which I signed on October 17, 2023.
16

17 12. I have been actively involved with this lawsuit performing the duties described above.
18 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
19 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
20 the settlement process. I estimate that I spent approximately 15-20 hours working on this case
21 up until this point. I believe I have been diligent and have done what is expected of a named
22 plaintiff and a proposed class representative to date, and will continue to do so. I have and
23 always will maintain the best interest of the class members.
24

25 13. My attorneys explained to me that the settlement process involves a two-step
26 review by the Court to determine whether the settlement is fair before approving the settlement.
27

1 I know this process also involves notifying all class members of the settlement terms and of their
2 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
3 settlement.

4 14. I believe I did the right thing by filing this case on behalf of the class members who,
5 subject to court approval, are in line to receive monetary payments as a result of this case and
6 settlement. This is money they may never have ever gotten if I did not pursue this action on their
7 behalf. I feel significant personal satisfaction to know that I played a role in the class members
8 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
9 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
10 compensation for the work I performed and the risks I undertook.
11

12 15. As part of the settlement it was necessary for me to sign a general release of all
13 claims I may have against Defendants. I believe the Class Representative Service Payment I
14 have requested provides me with some compensation for this agreed release.
15

16 16. In light of all the time and effort I have spent on this case, the risk I undertook by
17 suing a former employer, the exposure to being responsible for paying Defendants' costs in the
18 event we did not win the case, the reputational risk that future employers may hold this lawsuit
19 against me, the general release, and in light of the size of the settlement, I believe the request for
20 \$10,000 as a Class Representative service payment is fair and reasonable.
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on Oct 25, 2023, at Salinas, CA.
4 (city, state)

5
6 
Evelyn Serrato (Oct 25, 2023 07:27 PDT)
Evelyn Serrato

EXHIBIT #8

MESSRELIAN LAW INC.
Harout Messrelian (SB# 272020)
hm@messrelianlaw.com
Maralle Messrelian, Of Counsel (SB#316974)
maralle@messrelianlaw.com
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

AURORA GARCIA JIMENEZ, EDWARD
ANGUIANO II, and EVELYN SERRATO on
behalf of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

KIND OP CORP.; ULTRA PERSONNEL, LLC;
and DOES 1 through 25, inclusive,
Defendants.

Case No. 22CV001723

**DECLARATION OF AURORA
GARCIA JIMENEZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: December 1, 2023

Hearing Time: 8:30 a.m.

*[Hearing set by Order dated October 4,
2023]*

Judge: Hon. Carrie M. Panetta
Dept: 14

Date Filed: June 17, 2022

Trial Date: Not set

1 I, Aurora Garcia Jimenez, declare as follows:

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

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

8 3. I worked for the above-referenced Defendants in California from approximately
9 August 2021 to January 31, 2022

10 4. I retained my attorneys who are experienced in both class action and PAGA
11 representative action litigation and claims against employers for violations of the California
12 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
13 Court. I am not aware of having any actual or potential conflicts of interest with another class
14 member in this case nor am I aware of having any actual or potential conflicts of interest with
15 Apex Class Action, the settlement administrator. I am not aware of any other pending matter or
16 action asserting claims that will be extinguished or adversely affected by this settlement.

17 5. I decided to pursue this class action lawsuit and be a plaintiff/class
18 representative because I felt that my legal rights and others like me were violated. For example,
19 due to the heavy workload imposed by Defendants, I was often unable to take compliant meal
20 and rest breaks in that they were late, interrupted or missed entirely. I also had to use my
21 personal cell phone for various work-related issues but was not reimbursed by the Defendants for
22 the costs I incurred for using my cell phone.

23 6. I spoke to my attorneys and discussed how the Defendants implemented their
24 company policies and procedures. I also assisted my attorneys in their investigation into my
25 claims by providing them documents and answering their questions. I was also able to access
26 court-filed documents in this case on the firm's website so that I could review them and keep up
27 with the developments in the case which I understood was one of my duties as a class
28 representative. I also contacted my attorneys from time to time if I had any questions about the

1 case.

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

8 8. I understood that being a plaintiff/class representative in this case meant that I
9 was seeking damages not only for myself but also other individuals who worked for the
10 Defendants in California. I felt that these individuals were not aware of their labor law rights
11 and even if they were they would probably be apprehensive about speaking up or even simply
12 because of the time, effort and risk involved in filing a class action lawsuit.

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

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

25 11. A mediation took place on April 17, 2023 with Lou Marlin, a well-respected and
26 experienced mediator of wage and hour class actions. After the mediation the parties were able
27 to reach an agreement to settle the action based on a mediator's proposal. I communicated with
28 my attorneys regarding the terms of the settlement which was reached between the parties and

1 understood that I was representing absent class members and therefore wanted the best possible
2 result to be obtained for the class members and I believe a very positive result was in fact
3 achieved via settlement. I reviewed and signed the Memorandum of Understanding on May 18,
4 2023 and when the final settlement papers were ready, I closely reviewed the Settlement
5 Agreement which I signed on October 17, 2023.

6 12. I have been actively involved with this lawsuit performing the duties described
7 above. Although I did not keep time records, I was in regular contact with my attorneys,
8 reviewed court filings, and spent a significant amount of time on the issues presented during the
9 lawsuit and in the settlement process. I estimate that I spent approximately 15-20 hours working
10 on this case up until this point. I believe I have been diligent and have done what is expected of a
11 named plaintiff and a proposed class representative to date, and will continue to do so. I have and
12 always will maintain the best interest of the class members.

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

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

25 15. As part of the settlement it was necessary for me to sign a general release of all
26 claims I may have against Defendants. I believe the Class Representative Service Payment I
27 have requested provides me with some compensation for this agreed release.

28 ///

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 Defendants' 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 10/31/2023, at Salinas California.
(city, state)

Aurora Garcia Jimenez (Oct 31, 2023 17:52 PDT)
Aurora Garcia Jimenez

10.31.2023 Aurora Garcia Jimenez Decl(final)

Final Audit Report

2023-11-01

Created:	2023-10-31
By:	Maralle Messrelian (maralle@mmlawapc.com)
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