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DE BLOUW LLP**

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

KATHY MADISON and RAGEEM
MARABLE, on behalf of the State of
California, as private attorney generals,

Plaintiff,

vs.

COMMUNITY ACTION PARTNERSHIP
OF SAN BERNARDINO COUNTY, a
California Nonprofit Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **CIVSB2219004**

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

Hearing Date: January 29, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Jessica Morgan
Dept.: S26

Action Filed: August 31, 2022
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendant Community Action Partnership of San Bernardino County
10 (“Defendant”) is attached as Exhibit #1. A proposed order approving the PAGA settlement is
11 submitted herewith.

12 3. PAGA Counsel mailed the necessary correspondence to the California Labor
13 and Workforce Development Agency (“LWDA”) on May 2, 2022, on behalf of Plaintiffs
14 Kathy Madison and Rageem Marable, requesting authorization from the LWDA to seek civil
15 penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and
16 hour violations alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify
17 of its intent to investigate expired on July 7, 2022. August 31, 2022, Plaintiffs Kathy Madison
18 and Rageem Marable filed a Representative Action Complaint in this Court against Defendant
19 Community Action Partnership of San Bernardino County alleging a single cause of action for
20 recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiffs
21 and Defendant agreed to mediate with Tagore Subramaniam. Prior to the mediation, the Parties
22 conducted significant investigation and discovery of the facts and law. Defendant produced
23 documents relating to its policies, practices, and procedures regarding paying non-exempt
24 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
25 policies, and more. Plaintiffs were provided with sufficient records and data to determine the
26 number of Aggrieved Employees and the number of pay periods in the PAGA Period. The
27 Parties agree that the above-described investigation and evaluation, as well as the information

1 exchanged during the settlement negotiations, are more than sufficient to assess the merits of
2 the Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs'
3 theory of PAGA liability as argued at mediation alleged that Defendant failed to provide
4 Plaintiffs and other aggrieved employees with compliant meal and rest breaks. For example,
5 Plaintiffs contend the time punch records reflect a meal break violation rate of 40.7% (number
6 of pay periods with at least one unique meal break violation), but that meal period premium
7 wages were not paid for every alleged violation. The pay data also reflected that no rest period
8 premium wages were paid even though Plaintiffs allege they were always on duty and
9 responding to calls and client issues, including being burdened with duties that were never
10 relieved during rest periods. Plaintiffs also alleged that the aggrieved employees were called
11 and texted on their personal cell phones for scheduling issues. Plaintiffs allege that Defendant
12 failed to reimburse these employees for the costs associated with the use of their personal cell
13 phone for work-related purposes. Plaintiffs also alleged Defendant had had an illegal rounding
14 system in place which deprived aggrieved employees of wages. Plaintiffs allege the number
15 of aggrieved employees who were underpaid by rounding was 59.6% and the number of pay
16 periods in the PAGA Period with at least one shift underpaid was 2,065. On May 10, 2023,
17 the Parties engaged in an all-day mediation session before Mediator Subramaniam, a respected
18 and experienced mediator knowledgeable of both the wage and hour laws and representative
19 claims at issue in this action. Through arms-length negotiations with the assistance of the
20 mediator, the Parties reached an agreement to settle the PAGA claims in this action which led
21 to the signing of a Memorandum of Understanding memorializing the settlement.¹ The
22 settlement was negotiated in light of all known facts and circumstances and the uncertainty

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24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiffs' individual claims pursuant to separate confidential Individual Settlement Agreements
26 ("Individual Settlement")(Settlement Agreement at ¶ 2.2). The individual claims were not at issue in
27 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
28 *v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip
an aggrieved employee of standing, as the state's authorized representative, to pursue PAGA
remedies" nor resolve the PAGA claims.).

1 associated with litigation – including the risk of Plaintiffs not being able to maintain
2 representative claims, the difficulty of proving Plaintiffs’ claims in a manageable trial, the
3 merits of Defendant’s potential defenses, and the significant delay and potential appellate
4 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
5 the assistance of Mediator Subramaniam.

6 4. The claim before this Court is solely the representative claim under
7 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The
8 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm’s
9 length mediation session. The PAGA settlement is subject to Court approval consistent with
10 Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties
11 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$115,000 to
12 resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From
13 this PAGA Settlement of \$115,000, there is a deduction of attorneys’ fees (“PAGA Counsel
14 Fees Payment”) in the amount of \$38,333 (which is one-third of the PAGA Settlement),
15 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
16 amount not to exceed \$17,500, and Settlement Administration Costs (“Administration
17 Expenses Payment”) not to exceed \$5,000. (Agreement at ¶¶ 3.2.1-3.2.2).² After these
18 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less
19 than \$54,167.

20 Of the PAGA Payment amount, seventy-five percent (75%) (no less than
21 \$40,625.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
22 than \$13,541.75) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved
23 Employees” means all individuals who are or previously were employed by Defendant in California
24 and classified as a non-exempt employee at any time during the PAGA Period. The PAGA Period is

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

1 the period from May 2, 2021 to May 10, 2023. (Settlement Agreement at ¶¶ 1.4, 1.23). The
2 Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay
3 periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved
4 Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during
5 the PAGA Period. The PAGA Period is the time period from May 2, 2021 to May 10, 2023.
6 (Agreement at ¶ 1.23). For mediation, Defendant represented that there are approximately 122
7 Aggrieved Employees who collectively worked approximately 4,130 pay periods during the
8 PAGA Period. (Agreement at ¶ 4.1). Upon entry of final judgment, the Released Parties shall
9 be entitled to a release from the State of California and the Aggrieved Employees only for any
10 “Released PAGA Claims”, which means all claims for PAGA penalties that were alleged, or
11 reasonably could have been alleged, based on the facts stated in the Operative Complaint
12 respectively, and the PAGA Notice submitted by Plaintiffs to the LWDA, which occurred
13 during the PAGA Period (including, alleged violations of Labor Code §§ 201-204 *et seq.*, 210,
14 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
15 California Code of Regulations, Title 8, Section 11040(5)(A)-(B) and all applicable Wage
16 Orders)(the “Released PAGA Claims”)(Agreement at ¶ 5.2). The Released PAGA Claims
17 expressly excludes all other claims, including claims for vested benefits, wrongful termination,
18 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
19 security, workers’ compensation, and California class claims, and PAGA claims outside of the
20 PAGA period. (*Id.*) The Agreement expressly confirms that “In no event shall the release of
21 the Released PAGA Claims in this Settlement Agreement release any individual claims of any
22 individuals. (*Id.*)

23 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
24 (\$38,333.00) and PAGA Counsel Litigation Expenses in an amount not to exceed \$17,500 will
25 also be paid to PAGA Counsel as part of the settlement in accordance with California Labor
26 Code § 2699(g)(1), as set forth in the Agreement.³ Lastly, payment to the Administrator in an

27
28 ³ As set forth below, PAGA Counsel incurred costs in the current amount of \$14,445.93, which is less

1 amount not to exceed \$5,000 to perform the administrative duties to distribute the settlement
2 money shall also be paid.

3 6. As experienced counsel, we believe that the PAGA Settlement is fair and
4 reasonable and therefore should be approved in light of Defendant's potential defenses to the
5 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
6 Settlement Amount of \$115,000 is more than other PAGA settlements as it constitutes
7 approximately \$28 per pay period. This PAGA Settlement amount compares favorably to
8 the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs
9 calculated that the maximum amount of statutory PAGA civil penalties was potentially
10 \$413,000 based on 4,130 pay periods applicable to the Aggrieved Employees during the
11 PAGA Period.⁴ Importantly, however, these calculations were performed at the maximum
12 statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be
13 at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser
14 amount than the maximum civil penalty if based on the facts and circumstances to do
15 otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."
16 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed
17 a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
18 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
19 calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
20 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would
21 be only \$20,650, which is far less than this settlement provides.

22 7. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a
23 violation for each period the employee worked in relation to meal or rest period violations,
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26 than the cost allocation in the Settlement Agreement. See Declaration of Nordrehaug at ¶ 9.

27 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
28 valuation of \$413,000 is the civil penalty amount without stacking. If stacking is permitted, then the
valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are
not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 failure to pay minimum wages, failure to pay overtime wages, failure to provide accurate
2 itemized wage statements and failure to reimburse employees for required expenses.
3 Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated,
4 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
5 Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative
6 Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to
7 the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant
8 could argue that no penalties prior to the PAGA notification should be awarded because the
9 violations were not intentional, and at least one Court has so ruled. Further, the fact that
10 Defendant is a non-profit organization established under the Economic Opportunity Act of
11 1964/President Lyndon B. Johnson's "War on Poverty" movement with a goal of assisting
12 underserved communities in San Bernardino County could weigh against awarding significant
13 – or any – penalties. These defenses present a risk to the PAGA claims and the potential that
14 some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential
15 defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and
16 their attorneys believe that the PAGA Settlement is fair and reasonable. Defendant has
17 similarly concluded that it is desirable that the action is settled in the manner and upon the
18 terms and conditions set forth in the Agreement in order to avoid further expense,
19 inconvenience and distraction of further legal proceedings, as well as the uncertainty of
20 litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims
21 in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.
22 PAGA Counsel have significant experience litigating wage and hour claims including claims
23 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
24 settlements that courts have approved. The PAGA Settlement, along with the other terms of
25 the proposed settlement, were negotiated by experienced counsel at arm's length with the
26 assistance of a private mediator, Tagore Subramaniam. As set forth in the accompanying proof
27 of service, the LWDA has been provided notice of this motion and the PAGA settlement. The
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1 decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be
2 given considerable weight. This is not a situation where the Court needs to be concerned about
3 the rights of absent employees as in a class settlement, as this PAGA-only settlement does not
4 release the individual claims of absent employees, and the LWDA is a sophisticated
5 government entity that is more than able to look out for its own rights.

6 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
7 the amount of \$38,333.00 representing one-third of the \$115,000 Gross PAGA Settlement
8 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
9 is supported by several factors. First, the requested fees are justified by the result achieved.
10 PAGA Counsel negotiated a recovery of \$115,000, and this result justifies the requested fees
11 equal to one third of this recovery. This percentage is within the standard contingent recovery
12 percentage of one-third, and this percentage is what was expressly approved by the Supreme
13 Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is
14 justified by the work performed and contributions to the case. As detailed below, the fee award
15 represents PAGA Counsel's current lodestar of \$118,626.25, which means the requested
16 award is significantly less than the lodestar incurred by PAGA Counsel. Third, the
17 consideration of the enhancement factors justify the enhancement of the lodestar. Courts
18 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
19 quality of work, and the novelty and difficulty of the issues involved. As detailed in the
20 accompanying billing statements, true and correct copies of which are attached hereto as
21 Exhibits #2 and 3, the current lodestar for my firm in this matter as of January 11, 2023 is
22 \$118,626.25 for more than 168 hours of work prosecuting the claims being resolved by this
23 Settlement.⁵ This time does not include time incurred after the billing was finalized and the
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26 ⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
27 so Exhibit #2 consists of the billing statement from Tussman which covers billing from
28 inception to June 2022, and Exhibit #3 from Clio covers billing from June 2022 to the
present.

1 time spent managing the completion of the settlement, which I estimate will add \$10,000 in
2 additional lodestar.

3 9. The award of litigation expenses is based upon the actual expenses incurred by
4 Plaintiff and PAGA Counsel, which currently are \$12,410.31. Under the Agreement, PAGA
5 Counsel will be recovering litigation expenses in the total amount of \$12,410.31 which is
6 less than the \$17,500 allocation for costs in the Settlement Agreement, so the difference of
7 \$5,089.69 will be added to the PAGA Payment amount. The litigation expenses incurred by
8 my firm in the amount of \$12,410.31 were all reasonably necessary to the litigation and are
9 detailed in Exhibits #2 and 3 attached hereto.

10
11 Experience and Qualifications

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

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

8 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds
9 of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De
10 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the
11 amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.
12 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,
13 U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of
14 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521);
15 (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise*
16 *Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-
17 00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding*,
18 *Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi)
19 Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*,
20 Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii)
21 Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
22 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No.
23 CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy*
24 *Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639);
25 (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County
26 of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000
27 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.

1 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA,*
2 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)
3 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court
4 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of
5 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,
6 Case No. 20STCV47464); and (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
7 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110). Based
8 upon our significant experience litigating claims for PAGA penalties, the opinion of
9 experience counsel is that this is an excellent settlement and the PAGA Payment here is greater
10 on a per pay period basis than similar settlements that my firm has previously negotiated and
11 which courts have approved.

12 (c) Then Chief Judge Irma Gonzales in a consolidated class action
13 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
14 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
15 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
16 Examples of other contested actions where class certification was granted Blumenthal
17 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class
18 actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D.
19 Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx),
20 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-
21 00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon*
22 *Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);
23 *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS
24 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV
25 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage
26 and hour class actions where class certification was obtained and BNBD was appointed lead
27 class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No.

1 CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino
2 Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of*
3 *California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019);
4 *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957
5 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior
6 Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
7 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County
8 Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco
9 Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*,
10 Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010);
11 *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v.*
12 *CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

13 (d) Over the course of the litigation, a number of attorneys in my firm have
14 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
15 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #4.
16 Some of the major cases our firm has undertaken are also set forth in Exhibit #4. The bulk of
17 the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have
18 had extensive representative and class litigation experience, much of it in the area of consumer
19 class actions, employment class actions, securities litigation, unfair business practices and
20 other complex litigation. The attorneys at my firm have extensive experience in cases
21 involving labor code violations and overtime claims. Class Counsel has litigated similar wage
22 and hour cases against other employers on behalf of employees, including cases against
23 Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association,
24 Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express,
25 Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time
26 Warner, and California State Automobile Association. It is this level of experience which
27 enabled the firm to undertake the instant matter and to successfully combat the resources of

1 the defendants and their capable and experienced counsel. On account of the concerted and
2 dedicated effort this case required in order to properly handle and prosecute, Class Counsel
3 were precluded from taking other cases, and in fact, had to turn away other potential fee
4 generating cases.

5 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
6 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750,
7 Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with
8 the appropriate 2% increase adjustment for Southern California. A true and correct copy of
9 the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been
10 approved by Court's throughout California, including the Courts in the Superior Court of
11 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that
12 Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the
13 [relevant] community'—the Central District of California". Finally, the reasonableness of
14 Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of
15 comparable counsel practicing complex and class litigation as detailed in the National Law
16 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
17 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
18 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
19 when compared within 21 other firms practicing in the Southern District of California.) This
20 survey is useful to show that Class Counsel's rates are in line with the comparable rates of the
21 defense counsel that opposes these types of class claims, such as Mayer Brown noted above
22 who is defense counsel in cases currently being prosecuted by Class Counsel. In another
23 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing
24 counsel in many cases prosecuted by Class Counsel (one of the most frequent opposing
25 counsel), charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
26 Hastings, another opposing counsel in these types of cases, in years past historically charged
27 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
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1 by my firm for comparable work are less than these examples, and are therefore undoubtedly
2 reasonable.

3 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #6.
4 In addition, the LWDA is being served with this motion which includes the Settlement
5 Agreement, as verified in the proof of service attached hereto as Exhibit #8.

6 14. Settlement Administration – ILYM Group was selected as the Settlement
7 Administrator based upon their estimate. A true and correct copy of the estimate from ILYM
8 Group is attached hereto as Exhibit #7, and the estimate provides for Administration Expenses
9 in the amount of \$3,750 for up to 150 aggrieved employees. I have used ILYM Group
10 successfully as the administrator in more than twenty prior settlements in the last several years
11 and know them to be competent and experienced.

12 15. Conflicts – Neither Plaintiffs nor my firm have any relationship with the
13 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or
14 the LWDA.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct. Executed this 13th day of December, 2023, at San Diego,
17 California.

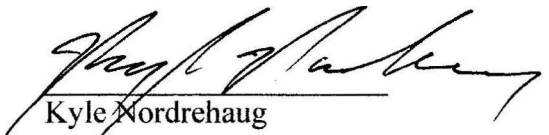
18 
19 Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Kathy Madison and Rageem Marable (“Plaintiffs”) and defendant Community Action Partnership of San Bernardino County (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant captioned *Kathy Madison and Rageem Marable v. Community Action Partnership of San Bernardino County* (Case No. CIVSB2219004) initiated on August 31, 2022 and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Bernardino.

- 1.9. “Defendant” means named Defendant Community Action Partnership of San Bernardino County.
- 1.10. “Defense Counsel” means Bradley A. Lebow of the law firm Dunn DeSantis Walt & Kendrick
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is not appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$115,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiffs in the Action.

- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Notice” means Plaintiffs’ May 2, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from May 2, 2021 to May 10, 2023.
- 1.24. “Plaintiffs” means Kathy Madison and Rageem Marable, the named plaintiffs in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On August 31, 2022, Plaintiffs commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all

liability for the causes of action alleged.

- 2.2. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs' individual claims pursuant to separate confidential Individual Settlement Agreements ("Individual Settlement"). Plaintiffs' individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs' Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiffs' Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On May 10, 2023, the Parties participated in an all-day mediation presided over by Tagore Subramaniam which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Expect as provided in paragraph 8 below, Defendant promises to pay \$115,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$38,333.00 and PAGA Counsel Litigation Expenses Payment of not more than \$17,500. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the PAGA Payment.
- 3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$54,167 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$40,625.25) allocated to the LWDA PAGA Payment and 25% (no less than \$13,541.75) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 122 Aggrieved Employees who worked a total of 4,130 PAGA Pay Periods from May 2, 2021 to May 10, 2023.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS

forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("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, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California 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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint respectively, and the PAGA Notice submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period (including, alleged violations of Labor Code §§ 201-204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040(5)(A)-(B) and all applicable Wage Orders). The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

5.3 Release by PAGA Counsel:

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

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

6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting

Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of

appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 122 Aggrieved Employees who worked 4,130 Pay Periods during the PAGA Period. If the number of PAGA Pay Periods is incorrect by more than 10%, then the gross settlement amount will be increased proportionately. For example, if the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

affect the amount of the PAGA Payment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

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

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Tagore Subramaniam, for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or

communicate its terms in public or in private.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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

To Defendant: DUNN DESANTIS WALT & KENDRICK, LLP
Kevin DeSantis
KDeSantis@ddwklaw.com
Bradley Lebow
blebow@ddwklaw.com
750 B St Ste 2620,
San Diego, CA 92101-8172
Office: 619-573-4488
Fax: 619-255-4868

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiffs represent that they do not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant.
- 10.19 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 the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 20, 2023


Kathy Madison (Nov 20, 2023 17:01 PST)

Plaintiff Kathy Madison

Dated: Nov 18, 2023


rageem marable (Nov 18, 2023 11:51 PST)

Plaintiff Rageem Marable

Dated: 11/15/2023

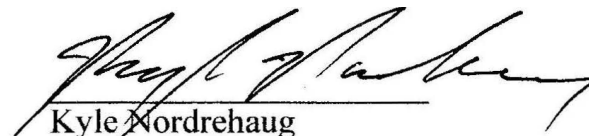
DocuSigned by:

1A5807DD5ED14BD...

Patricia L. Nickols-Butler [name]

For Defendant
Community Action Partnership of San Bernardino County

Dated: 11/21/23


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 11/15/23


Bradley Lebow

Dunn DeSantis Walt & Kendrick, LLP
Attorney for Defendant

EXHIBIT #2

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

DECEMBER 12, 2023

KATHY MADISON

RE: COMMUNITY ACTION PARTNERSHIP OF SB
FILE NUMBER: CA2643.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/27/22	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF MADISON REGARDING STATUS.	3.30	850	2,805.00
03/28/22	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.80	450	1,260.00
03/28/22	ND	REVIEW AND ANALYZE PLAINTIFF MADISON'S EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW PAY STUBS FOR 226(A) VIOLATIONS AND REGULAR RATE OVERTIME EXCLUSIONS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE WAGE AND HOUR DOCUMENTS.	4.00	850	3,400.00
03/29/22	ND	CONFERENCE WITH PLAINTIFF MARABLE. REVIEW AND ANALYZE PLAINTIFF MARABLE'S EMPLOYMENT FILE. LEGAL RESEARCH REGARDING MEAL AND REST BREAK WAIVERS AND ON DUTY MEAL PERIOD AGREEMENTS. REVIEW AND REVISE COMPLAINT.	5.00	850	4,250.00
03/30/22	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.20	850	3,570.00
03/31/22	SB	REVIEW PRIOR FILINGS VS.	2.80	450	1,260.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEFENDANT, ADVISE ND			
05/18/22	SB	DRAFT COMPLAINT	2.80	450	1,260.00
05/20/22	SB	REVISE COMPLAINT IN LIGHT OF CONVERSATION WITH CLIENT, ADVISE ND	2.80	450	1,260.00
05/24/22	SB	ADD INDIVIDUAL CLAIMS TO CLASS COMPLAINT	2.80	450	1,260.00
05/25/22	SB	DRAFT PAGA LETTER AND CASE NOTES	2.80	450	1,260.00
05/25/22	ND	REVIEW AND REVISE PAGA NOTICE AND CASE NOTES. UPLOAD TO LWDA WEBSITE. STATUS UPDATE TO PLAINTIFFS.	2.20	850	1,870.00

TOTAL BILLED HOURS

NICK DEBLOUW	18.70 hr @ 850.00	\$ 15,895.00
SCOTT BLUMENTHAL	16.80 hr @ 450.00	\$ 7,560.00

TOTAL PROFESSIONAL SERVICES

35.50

\$ 23,455.00

COSTS ADVANCED

05/02/22 PAGA FILING FEE

75.00

TOTAL COSTS ADVANCED

\$ 75.00

TOTAL CURRENT CHARGES

\$ 23,530.00

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 12/12/2023
Due On: 01/11/2024

Kathy Madison
3266 Sweetwater Drive
Ontario, CA 91761

CA2643

Community Action Partnership of San Bernardino County

Services

Type	Date	Notes	Quantity	Rate	Total
Service	08/22/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	08/22/2022	Review & analyze employment file documents	2.00	\$675.00	\$1,350.00
Service	08/25/2022	Review, edit class action complaint draft; email to ND re retaliation claim	2.25	\$675.00	\$1,518.75
Service	08/25/2022	Draft summons, civil case cover sheet & certificate of assignment	0.60	\$675.00	\$405.00
Service	08/25/2022	Review & finalize class action complaint package; file in SB Sup. Ct.	0.70	\$675.00	\$472.50
Service	08/31/2022	Draft PAGA only representative action complaint	3.75	\$675.00	\$2,531.25
Service	08/31/2022	Draft summons, civil case cover sheet and certificate of assingment re paga action	0.50	\$675.00	\$337.50
Service	08/31/2022	Review & finalize paga only complaint package; file in San Bernardino Sup. Ct.	0.60	\$675.00	\$405.00
Service	08/31/2022	Review PAGA Notice. Review and revise PAGA only complaint. Status update to Plaintiffs.	1.00	\$850.00	\$850.00
Service	10/06/2022	Research SB docket re status of class and PAGA only actions	0.40	\$675.00	\$270.00
Service	10/13/2022	Review file; review SB docket/search; p/c clerk re status of filing of paga & class action as almost 50 days	0.50	\$675.00	\$337.50

		passed since submission			
Service	10/31/2022	Confer w CJ re mailed initial CMC Order; review order, review docket; pull file stamped docs from court's website; review all; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.70	\$675.00	\$472.50
Service	10/31/2022	Prepare initial documents for service of process re class action; identify registered agent; send out for service via knox	0.70	\$675.00	\$472.50
Service	11/03/2022	File POS of summons re class action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	11/09/2022	Review court-returned documents re paga only action; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	11/11/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re paga action	0.70	\$675.00	\$472.50
Service	11/11/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	11/22/2022	File Proof of Service of Summons re paga action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	12/02/2022	Review and outline pleadings and notes for onboarding in advance of drafting discovery; draft summary of claims.	1.00	\$550.00	\$550.00
Service	12/02/2022	Review and outline orders in class and PAGA actions; draft follow up correspondence regarding stay.	0.50	\$550.00	\$275.00
Service	12/19/2022	Email from B. Lebow re: pleadings; Telephone call from B. Lebow re: pleadings extension, CMC and electronic service.	0.40	\$750.00	\$300.00
Service	12/19/2022	Email from B. Lebow re: stipulation to continue CMC, extend pleadings and electronic service.	0.30	\$750.00	\$225.00
Service	12/19/2022	Draft Stipulation to continue CMC and extend pleadings deadline.	0.50	\$750.00	\$375.00
Service	12/19/2022	Email from B. Lebow re: arbitration agreements and stipulation to continue CMC.	0.20	\$750.00	\$150.00
Service	12/19/2022	Receive and review correspondence from opposing counsel; review file for status of action.	0.70	\$550.00	\$385.00
Service	12/20/2022	Review and analyze arbitration agreements for both Plaintiffs in preparation for call with B. LeBow.	0.60	\$750.00	\$450.00
Service	12/20/2022	Telephone call with B. LeBow re: Class Action Waiver and PAGA Waiver contained in arbitration agreements; Discuss with Kyle re: same.	0.80	\$750.00	\$600.00

Service	12/21/2022	Emails from/to B. Lebow re: stipulation to stay pending Adolph.	0.30	\$750.00	\$225.00
Service	12/21/2022	Discuss arbitration agreement and stipulation to stay pending Adolph with Kyle.	0.30	\$750.00	\$225.00
Service	12/21/2022	[PAGA] Revise and Finalize stipulation to stay pending Adolph.	0.50	\$750.00	\$375.00
Service	12/21/2022	[Class] Revise and Finalize Request to Dismiss and 3.770 Decl.	0.80	\$750.00	\$600.00
Service	12/21/2022	Telephone call from B. Lebow re stipulation to extend responsive pleading deadline; Email from B. Lebow re: same.	0.80	\$750.00	\$600.00
Service	12/21/2022	[Class] Revise and finalize stipulation to extend responsive pleading deadline; Email from B. Lebow re: same.	0.40	\$750.00	\$300.00
Service	12/22/2022	[Class] Receipt and review Stipulation to Extend Time to Respond to Class Action Complaint.	0.30	\$750.00	\$225.00
Service	12/22/2022	[PAGA] Receipt and review Stipulation to Arbitrate PAGA Individual and Stay PAGA Representative Claims.	0.30	\$750.00	\$225.00
Service	12/28/2022	Revise and Finalize Request for Dismissal, 3.770 Declaration and Proposed Order.	1.30	\$750.00	\$975.00
Service	01/03/2023	Monitor status of RFD - CIVSB2218158	0.20	\$250.00	\$50.00
Service	01/09/2023	[Class] Attend Case Management Conference.	0.30	\$750.00	\$225.00
Service	01/09/2023	[Class] Review and analyze docket re: continuance of Case Management Conference.	0.30	\$750.00	\$225.00
Service	01/09/2023	[PAGA] Review and analyze docket re: stipulation to stay pending Adolph.	0.20	\$750.00	\$150.00
Service	01/09/2023	[Class] Review and analyze docket re: request for dismissal of aciton.	0.20	\$750.00	\$150.00
Service	01/09/2023	Check status of Request for Dismissal, not entered yet	0.20	\$250.00	\$50.00
Service	01/09/2023	Check status of stip to arbitrate, not entered yet	0.20	\$250.00	\$50.00
Service	01/11/2023	Check status of RFD, not signed yet	0.20	\$250.00	\$50.00
Service	01/12/2023	Class - Check status of RFD, not signed yet	0.20	\$250.00	\$50.00
Service	01/12/2023	PAGA - Check status of stip to arbitrate, signed but no returned copy yet	0.20	\$250.00	\$50.00
Service	01/17/2023	Check status of RFD, not signed yet	0.20	\$250.00	\$50.00
Service	01/17/2023	Check status of stip to arbitrate, signed but no returned copy yet	0.20	\$250.00	\$50.00

Service	01/18/2023	Dwnld stip re arb // email to CTL, cost \$3.50 // remind re filing demand for arb	0.50	\$250.00	\$125.00
Service	01/18/2023	Review status of arbitrations. Analyze discovery to date. Review and research 246 sick pay claims. Status update to Plaintiffs.	2.90	\$850.00	\$2,465.00
Service	01/23/2023	Bates stamp P's docs, and add to exhibit book	0.20	\$250.00	\$50.00
Service	01/24/2023	Email to B. Lebow re: stipulation to submit to Arbitration before JAMS.	0.30	\$750.00	\$225.00
Service	01/26/2023	Check status of RFD, not signed yet	0.30	\$250.00	\$75.00
Service	01/31/2023	Review file and docket for status in advance of drafting case management statement; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	01/31/2023	Call court re RFD, Dept S-26 doesn't have proposed order, submitted stamped copy via Knox	1.00	\$250.00	\$250.00
Service	02/01/2023	Review docket and orders for status of dismissal in class action; draft joint case management statement and submit to opposing counsel for review.	1.00	\$550.00	\$550.00
Service	02/01/2023	Receive revisions to joint statement; incorporate, finalize, file and serve joint statement.	0.70	\$550.00	\$385.00
Service	02/08/2023	Email from/to B. LeBow re: request for conference call.	0.20	\$750.00	\$150.00
Service	02/08/2023	Telephone call from B. LeBow re: meet and confer re: mediation; Email to/from B. LeBow re: proposed mediators.	0.30	\$750.00	\$225.00
Service	02/09/2023	Review and analyze Order Dismissing the Class Action without Prejudice.	0.20	\$750.00	\$150.00
Service	02/09/2023	Prepare for Case Management Conference.	0.20	\$750.00	\$150.00
Service	03/17/2023	Review and outline client documents in preparation for mediation; develop exhibit book.	1.30	\$550.00	\$715.00
Service	03/17/2023	Review claims; draft mediation data request and submit for review.	1.00	\$550.00	\$550.00
Service	03/31/2023	Multiple correspondence with ND regarding mediation; revise, finalize, and serve mediation data request.	0.50	\$550.00	\$275.00
Service	03/31/2023	Follow up correspondence with ND regarding mediation data.	0.30	\$550.00	\$165.00
Service	04/10/2023	Review file for status of mediation data; teleconference with opposing counsel; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	04/17/2023	Multiple follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	04/18/2023	Follow up correspondence with opposing counsel	0.40	\$550.00	\$220.00

		regarding mediation data.			
Service	04/19/2023	Analyze case file and court docket in preparation for call with expert. Prepare for and attend expert call.	1.50	\$850.00	\$1,275.00
Service	04/20/2023	Review and analyze data produced for mediation purposes. Analyze case file and court docket. Discuss claims and mediation with Partners. Prepare for mediation.	4.60	\$850.00	\$3,910.00
Service	04/21/2023	Analyze all pay stub exemplars for overtime and 226(a) violations. Legal research regarding the same. Calls to both Plaintiffs regarding facts for mediation brief and settlement authority. Review and analyze Defendant's wage and hour policies.	3.90	\$850.00	\$3,315.00
Service	04/24/2023	Comprehensive review of relevant file materials, including Court orders and docket, to determine handling of case management statement.	0.20	\$675.00	\$135.00
Service	04/24/2023	Review mediation data; draft follow up correspondence with ND.	1.00	\$550.00	\$550.00
Service	04/24/2023	Legal research regarding previous PAGA Only settlements with similar claims and pay periods for mediation valuation. Analyze 204 late payment of wage claims.	2.80	\$850.00	\$2,380.00
Service	04/26/2023	Draft mediation brief. Review facts and law.	8.00	\$850.00	\$6,800.00
Service	04/27/2023	Review and outline file and docket for status in advance of status conference; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	04/28/2023	Review and analyze retaliation claims of Plaintiff Madison. Discuss potential resignation with Plaintiff. Legal research regarding off the clock claims and damages for retaliation claims under the DFEH.	2.90	\$850.00	\$2,465.00
Service	05/01/2023	Draft mediation brief. Review, analyze and compile all exhibits to mediation brief. Prepare for mediation.	4.80	\$850.00	\$4,080.00
Service	05/02/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	05/03/2023	Multiple correspondence with expert and ND regarding mediation data.	0.40	\$550.00	\$220.00
Service	05/05/2023	Receive and review documents from opposing counsel in preparation for mediation; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	05/05/2023	Review document deposit for policy/handbook documents; draft follow up correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	05/05/2023	Review docs, analyze re settlement issues. Advise AJ.	1.75	\$995.00	\$1,741.25
Service	05/05/2023	Prepare for mediation, review and and analyze	2.80	\$450.00	\$1,260.00

		mediation brief, advise AJB			
Service	05/05/2023	Review case demographics. Draft MOU for mediation. Review expert penalty report and analysis.	2.00	\$850.00	\$1,700.00
Service	05/10/2023	Receive and review mediation documents; draft follow up correspondence with ND.	0.70	\$550.00	\$385.00
Service	05/10/2023	Attend mediation	10.00	\$450.00	\$4,500.00
Service	05/10/2023	Prepare for and attend mediation.	10.00	\$850.00	\$8,500.00
Service	05/11/2023	Multiple correspondence regarding status and further action with ND; draft and circulate summary.	0.50	\$550.00	\$275.00
Service	05/19/2023	Review and analyze mediator proposal. Discuss terms with both Plaintiffs. Discuss terms with partners.	1.70	\$850.00	\$1,445.00
Service	05/30/2023	Draft individual settlement agreements. Analyze resignation issue. Review and revise MOU. Emails and call with Defense counsel. Status update to Plaintiffs.	3.20	\$850.00	\$2,720.00
Service	06/23/2023	Conference with defense counsel and Plaintiffs regarding settlement discussions. Review and revise settlement agreement and MOU.	1.50	\$850.00	\$1,275.00
Service	07/05/2023	Send settlement agreement and MOU to Plaintiffs for signatures. Calls with both Plaintiffs to go over terms. Follow up for signatures and respond to Defendant.	1.20	\$850.00	\$1,020.00
Service	07/16/2023	Review & analyze MOU; review file and draft long form PAGA settlement Agreement draft	4.50	\$675.00	\$3,037.50
Service	07/17/2023	Review & revise long form PAGA Agreement draft; email to OPC with draft for OPC review	0.50	\$675.00	\$337.50
Service	07/28/2023	Review file; email to OPC re status of long form Agreement	0.30	\$675.00	\$202.50
Service	08/23/2023	Review file; draft Motion for Approval of PAGA Settlement	3.75	\$675.00	\$2,531.25
Service	08/24/2023	Review costs and billing records; email to KN re lack of edits to Agreement from OPC; email re next steps to finalize Agreement for signature	0.50	\$675.00	\$337.50
Service	09/11/2023	Review file; follow up with KN re KN review of long form Agreement	0.30	\$675.00	\$202.50
Service	09/29/2023	Revise long form Agreement re Admin, PAGA Payment; Costs; forward revised draft to KN	1.00	\$675.00	\$675.00
Service	10/18/2023	Phone conference w OPC re draft long form agreement; edit agreement; email to KN re long form Agreement draft	0.75	\$675.00	\$506.25
Service	10/20/2023	Review revisions to Agreement; review status and Admin information; review memo from RE; make	2.00	\$950.00	\$1,900.00

redline revisions to Agreement and email back to Def.					
Service	11/09/2023	Review file; follow up with OPC re status of long form Agreement revisions	0.30	\$675.00	\$202.50
Service	11/20/2023	Review PAGA approval motion draft; revise and finish motion draft	2.00	\$675.00	\$1,350.00
Service	11/21/2023	Draft proposed Order re motion for approval of PAGA settlement	0.80	\$675.00	\$540.00
Service	11/21/2023	Telephone call to the Dept 26 to request hearing date for Motion to Approve PAGA Settlement. Unable to leave voicemail. Sent email with reservation request to the court.	0.20	\$250.00	\$50.00
Service	11/22/2023	Review and revise draft motion for approval; revise proposed order; review status and prepare fully executed agreement; email Defendant	1.50	\$950.00	\$1,425.00
Service	12/11/2023	Review & analyze OPC edits to draft motion; email to KN re edits	0.50	\$675.00	\$337.50
Service	12/12/2023	Review Def comments on motion; respond to RE; memo to staff	0.50	\$950.00	\$475.00
Service	12/12/2023	Email to court requesting to reserve date for motion to approve PAGA settlement.	0.20	\$250.00	\$50.00
Service	12/12/2023	Revise motion for final; email Def re hearing date	2.00	\$950.00	\$1,900.00
Services Subtotal				\$95,171.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/04/2022	OneLegal/Filing Fee	1.00	\$114.02	\$114.02
Expense	11/11/2022	OneLegal/Filing Fee	1.00	\$1,606.02	\$1,606.02
Expense	11/22/2022	Court fees/OneLegal Fees	1.00	\$1,569.99	\$1,569.99
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$173.85	\$173.85
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$121.75	\$121.75
Expense	12/29/2022	One Legal- Request for Dismissal, Proposed Order Granting Request for Dismissal, Declaration	1.00	\$72.07	\$72.07
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$173.85	\$173.85
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$121.75	\$121.75
Expense	01/12/2023	Onelegal/Court Fee	1.00	\$114.02	\$114.02
Expense	01/12/2023	OneLegal - Request for Dismissal, Proposed Order	1.00	\$72.07	\$72.07

Granting Request for Dismissal, Declaration					
Expense	02/10/2023	Courtcall - Case Management Conference	1.00	\$72.00	\$72.00
Expense	02/22/2023	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$76.75	\$76.75
Expense	03/14/2023	Mediation Fees - Momentum ADR	1.00	\$5,000.00	\$5,000.00
Expense	05/24/2023	Berger Consulting Fee.	1.00	\$2,820.00	\$2,820.00
Expense	07/21/2023	FedEx	1.00	\$26.95	\$26.95
Expense	07/24/2023	FedEx	1.00	\$27.13	\$27.13
Expense	07/27/2023	FedEx	1.00	\$41.02	\$41.02
Expense	12/12/2023	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$12,335.31	

Time Keeper	Quantity	Rate	Total
Norm Blumenthal	1.75	\$995.00	\$1,741.25
Scott Blumenthal	15.4	\$450.00	\$6,930.00
Nicholas De Blouw	52.0	\$850.00	\$44,200.00
Ricardo Ehmann	31.0	\$675.00	\$20,925.00
Randy Hy	0.2	\$675.00	\$135.00
Christine LeVu	10.0	\$750.00	\$7,500.00
Kyle Nordrehaug	6.0	\$950.00	\$5,700.00
Andrew Ronan	12.8	\$550.00	\$7,040.00
Adolfo Sanchez Contreras	3.6	\$250.00	\$900.00
Yesenia Silva	0.4	\$250.00	\$100.00
Subtotal			\$107,506.56
Total			\$107,506.56

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	01/11/2024	\$107,506.56	\$0.00	\$107,506.56
Outstanding Balance				\$107,506.56
Total Amount Outstanding				\$107,506.56

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

Please pay within 30 days.

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 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

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REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia 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

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

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #6

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WRITERS EXT:

1004

May 2, 2022

CA2643

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Community Action Partnership of San
Bernardino County

Certified Mail #70161370000022510719

Patricia L. Nickols-Butler

696 S. Tippecanoe Avenue

San Bernardino, CA 92408

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Community Action Partnership of San Bernardino County in California, including any employees staffed with Community Action Partnership of San Bernardino County by a third party, and classified as non-exempt employees during the time period of May 2, 2021 until a date as determined by the Court. Our offices represent Plaintiffs Kathy Madison and Rageem Marable (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Community Action Partnership of San Bernardino County (“Defendant”). Plaintiff Madison has been employed by Defendant in California as a non-exempt employee in the position of Case Manager since December of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Plaintiff Marable has been employed by Defendant in California as a non-exempt employee in the position of Clerk II since May of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest break (and pay the meal and rest break premiums at the correct regular rates of pay), and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040,

subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages, including the “Retro Pay” payments, which were regular wage payments. Plaintiffs further contend that Defendant failed to provide accurate wage statements to Plaintiffs, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiffs and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiffs and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees. Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #7

Case Name ☐ Community Action

Monday, July 17, 2023

Requesting Attorneys Name:	Kyle Nordrehaug
E-Mail:	kyle ☐ bamlawca.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa ☐ ilymgroup.com
Contact Number:	714.878.8836

Assumptions ☐ PA ☐ A Settlement

ASSUMPTIONS	
Total Number of Aggrieved Employees	150
Toll Free Telephone Support	☐ Yes
Certified Spanish Translation	No
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Toll Free Phone Support	Flat Rate	\$50.50	1	\$50.50
NCOA	Flat Rate	\$50.00	1	\$50.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$490.50

DISTRIBUTION (Includes EIN, Bank Acct, QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Fulfillment of Notice & Check - (including 1099)	Per Check	\$2.00	150	\$300.00
USPS First Class 1oz Postage	Per Piece	\$0.63	150	\$94.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$3.00	15	\$45.00
Preparation of Taxes	Hourly	\$125.00	2	\$250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$2,614.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$420.00	1	\$420.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$645.00

Total Case Estimate: \$3,750.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT #8

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

KATHY MADISON and RAGEEM
MARABLE, on behalf of the State of
California, as private attorney generals,

Plaintiffs,

vs.

COMMUNITY ACTION PARTNERSHIP OF
SAN BERNARDINO COUNTRY, a California
Nonprofit Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CIVSB2219004

PROOF OF SERVICE

Hearing Date: January 29, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Jessica Morgan
Dept.: S26

Action Filed: August 31, 2022
Trial Date: Not Set

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On December 13, 2023, I served the document(s) described as:

1. NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT, SET ONE
2. DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT
3. [PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

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

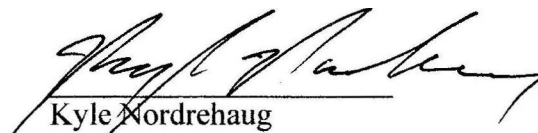
DUNN DESANTIS WALT & KENDRICK, LLP
Bradley Lebow
Kevin DeSantis
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Office: 619-573-4488
Fax: 619-255-4868
Email: blebow@ddwklaw.com
KDeSantis@ddwklaw.com

CC: Luciana Case - LCase@ddwklaw.com
Meg Rogers - MRogers@ddwklaw.com

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

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

Executed on December 13, 2023 at San Diego, California.


Kyle Nordrehaug