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

ERICA MORRIS, YOLANDA
ORTEGA-CALBERT, MARIBEL
BLANDINO, and DORETHA HUGHES,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

THE PERMANENTE MEDICAL GROUP,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **34-2022-00332012-CU-OE-GDS**
[Consolidated with Case No. 34-2022-00332023-
CU-OE-GDS]

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 18, 2025
Hearing Time: 9:00 a.m.
Reservation # **A-332012-001**
Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: December 28, 2022
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes
4 (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant The Permanente
9 Medical Group, Inc. (“Defendant”), which motion seeks entry of an order: (1) preliminarily
10 approving the proposed settlement of this class action with Defendant and approving the PAGA
11 settlement; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
12 of “all non-exempt persons who were employed by Defendant in the State of California at any time
13 during the Class Period,” which is January 1, 2021 through December 31, 2024; (3) provisionally
14 appointing Plaintiffs as the Class Representatives for this Class; (4) provisionally appointing
15 Blumenthal Nordrehaug Bhowmik De Blouw LLP, James Hawkins APLC, and Haffner Law PC as
16 Class Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that
17 notice of the proposed settlement be given to the class; (7) appointing ILYM Group, Inc. as the
18 Administrator, and (8) scheduling a final approval hearing date, proposed for September 5, 2025, to
19 consider Plaintiffs’ motion for final approval of the settlement and for approval of attorneys’ fees
20 and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class and
21 Representative Action Settlement Agreement (“Agreement”). The Agreement is based upon the Los
22 Angeles Court’s model form This Declaration incorporates by reference the definitions in the
23 Agreement, and all terms defined therein shall have the same meaning as set forth in the Agreement.

24
25 **A. CHECKLIST OF APPROVAL OF CLASS ACTION SETTLEMENT**
26 **AND/OR PAGA SETTLEMENTS** - In compliance with Sacramento Superior Court, Local Rule
27 2.99.05, I attest that (1) I have reviewed the Checklist of Approval of Class Action Settlement
28 and/or PAGA Settlements (“Checklist”) and (2) Plaintiffs’ motion papers were prepared in

1 compliance with the Checklist. The following is an identification of each item in the checklist with
2 numbers corresponding to the number in the checklist:

3 1. The description of the case and claims, along with the procedural
4 history is set forth below at ¶¶ 7-14.

5 2. Attached hereto as Exhibit #1 is a copy of the fully executed Class
6 and Representative Action Settlement Agreement (“Agreement”) along with exhibits thereto.

7 3. The Gross Settlement Amount is Eleven Million Three Hundred
8 Fifty Thousand Dollars (\$11,350,000) (the “Gross Settlement Amount”) to be paid by Defendant, as
9 set forth in the Agreement at ¶ 1.24.

10 4. The Gross Settlement Amount of \$11,350,000 is non-reversionary.
11 (Agreement at ¶ 1.24.)

12 5. The Gross Settlement Amount of \$11,350,000 is non-reversionary
13 and the payments to the Class will be mailed automatically

14 6. The following is a table of the key financial terms of the Settlement
15 and the proposed deductions:

16 **\$11,350,000** (Gross Settlement Amount)

17 - \$80,000 (Class Representative Service Payments - not to exceed \$20,000 each)

18 - \$65,000 (Class Counsel’s litigation costs - not to exceed amount)

19 - \$3,783,333.33 (attorneys’ fees - not to exceed one-third of settlement)

20 - \$168,750 (LWDA PAGA Payment)

21 - \$220,000 (Administration Expenses Payment - not to exceed amount)

22 **\$7,032,916.67** (Net Settlement Amount to pay Individual Class Payments, Individual FLSA
23 Payments (\$200,000), and Individual PAGA Payments (\$56,250)).

24 7. As set forth in Agreement at ¶ 3.2.4.1, a total of one-third (1/3) of
25 each Participating Class Member's Individual Class Payment will be allocated to settlement of wage
26 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported
27 on an IRS W-2 Form. A total of two-thirds (2/3) of each Participating Class Member's Individual
28 Class Payment will be allocated in equal portions to settlement of claims for interest and penalties

1 (the "Interest and Penalties Portion"). The Interest and Penalties Portions are not subject to wage
2 withholdings and will be reported on IRS 1099 Forms issued by the Administrator. Defendant will
3 pay the employer's share of the payroll taxes for the wage portion of the Individual Class Payments
4 in addition to the Gross Settlement Amount. (Agreement at ¶ 3.1.)

5 8. No duties are being placed on the Class Members to receive payment.
6 The Settlement Awards will be mailed out automatically to all Class Members who do not opt out.

7 9. For purposes of this Settlement, the "Class Members" shall consist of
8 all non-exempt persons who were employed by Defendant in the State of California at any time
9 during the Class Period. (Agreement at ¶ 1.5.) The Class Period is from January 1, 2021 through
10 December 31, 2024. (Agreement at ¶ 1.6.) Each Participating Class Member will be entitled to
11 receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share
12 of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's
13 Workweeks during the Class Period, divided by (ii) the total Workweeks of all Participating Class
14 Members during the Class Period. (Agreement at ¶ 3.2.4.) Defendant represent that the Class
15 Members consist of 49,943 employees who have worked 5,668,385 workweeks. The Parties further
16 agree that if the number of Workweeks worked by the Class Members during the Class Period
17 increases by more than 10%, or 6,235,223 then the Gross Settlement Amount shall be increased
18 proportionally by the Workweeks worked in excess of 6,235,223 multiplied by the Workweek
19 value. The Workweek value shall be calculated by dividing the Gross Settlement Amount by
20 5,668,385 Workweeks. (Agreement at ¶ 7.9.)

21 10. The "Released Class Claims" are any and all claims, debts, liabilities,
22 demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages,
23 actions or causes of action of whatever kind or nature, whether known or unknown, contingent or
24 accrued, that were alleged or that reasonably could have been alleged based on the factual
25 allegations that are alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions or that
26 reasonably could have been alleged based on the same set of operative facts alleged in the Operative
27 Complaint or LWDA letters in Plaintiffs' actions. These Class and PAGA releases include claims
28 under any legal theory under federal and state law for any alleged failure to pay all wages due

(including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, failure to pay or properly calculate overtime premiums, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to provide suitable seating, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre- and post-shift work and record-keeping violations, including claims for violation of Labor Code Sections 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 227, 227.3, 233, 245 et seq, 510, 511, 512, 516, 517, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, provisions of the Wage Orders that are analogous to such Labor Code provisions, all claims and theories arising under Labor Code Section 2802 with the exception of claims set forth in Paragraph 5.2.1, as well as claims under Business and Professions Code section 17200 et seq. and/or Labor Code Section 2698 et seq. based on the factual allegations that are stated in the Operative Complaint or LWDA letters in Plaintiffs' actions, or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. The Class and PAGA Releases exclude all other claims including claims set forth in Paragraph 5.2.1 and claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA period. (Agreement at ¶ 5.2.) The investigation performed and how the settlement was reached before a mediator is discussed below.

1 11. The scope of the release complies with *Amaro* as it is limited to the
2 claims that “that were alleged or that reasonably could have been alleged based on the factual
3 allegations that are alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions or that
4 reasonably could have been alleged based on the same set of operative facts alleged in the Operative
5 Complaint or LWDA letters in Plaintiffs' actions” (Agreement at ¶ 5.2.)

6 12. Both the Class Period and the release period end on the same date -
7 December 31, 2024.

8 13. The discussion of the valuation of claims is set forth below at
9 paragraph 6 and the discussion of the risks and defenses to the claims is set forth below at
10 paragraphs 24-26.

11 14. The "Aggrieved Employees" are all non-exempt persons who were
12 employed by Defendant in the State of California at any time during the PAGA Period, defined in
13 paragraph 1.34 as October 24, 2021 through December 31, 202. Aggrieved Employees will be paid
14 their Individual PAGA Payment and release the "Released PAGA Claims" regardless of whether
15 they submit a timely and valid Request for Exclusion from the Settlement. Aggrieved Employees
16 are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.
17 (Agreement at ¶ 7.5.4.) A discussion of the PAGA claim and its valuation is set forth in paragraph
18 33 below.

19 15. The settlement does not have a payment plan.

20 16. A discussion of the PAGA claim and its valuation is set forth in
21 paragraph 33 below.

22 17. Based upon approximately 49,943 Class Members who collectively
23 worked approximately 5,668,385 workweeks, the Gross Settlement Amount provides an average
24 value of \$227 per Class Member and \$2 per Workweek and after deductions the Net Settlement
25 Amount provides an average recovery of \$140.81 per Class Member and a recovery of \$1.24 per
26 Workweek. The escalator provision ensures that the final workweek recoveries are within a 10%
27 buffer. (Agreement at ¶ 7.9.)

28 18. The settlement provides for a procedure whereby any settlement

1 checks not cashed within 180 days will be voided and any funds represented by such checks sent to
2 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby
3 leaving no "unpaid residue" subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 4.3.3.)

4 19. In accordance with the Agreement, Defendant will provide to the
5 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.1.)
6 Within 21 calendar days after receipt of the Class Data, the Administrator will mail the Class Notice
7 to all Class Members via first-class U.S. Mail using the most current mailing address information
8 available. (Agreement at ¶ 7.4.2.) The Class Notice, drafted jointly and agreed upon by the Parties
9 through their respective counsel and to be approved by the Court, includes all relevant information.
10 (See Exhibit A to the Agreement.) The Class Notice will include, among other information: (i)
11 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
12 opt out, including a description of the applicable release; (iii) information to the Class Members
13 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
14 Payment, Individual FLSA Payment and Individual PAGA Payment for each of the Class Members;
15 (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs'
16 service award request; and (vi) the anticipated expenses of the Administrator. The Class Notice will
17 state that the Class Members shall have sixty (60) days from the date that the Class Notice is mailed
18 to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection.
19 (Agreement at ¶ 1.47.) Class Members shall be given the opportunity to object to the Settlement
20 and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing.
21 (Agreement at ¶ 7.7.) Class Members who do not submit a timely and proper request to opt-out will
22 automatically receive a payment of their Individual Class Payment. This notice program was
23 designed to meaningfully reach the Class Members and it advises them of all pertinent information
24 concerning the Settlement.

25 20. The Settlement provides for a fee award not to exceed
26 one-third (1/3) of the Gross Settlement Amount, which as discussed below at paragraph 34, is
27 within the range of reasonableness for purposes of preliminary approval. The Class Counsel Fees
28 Payment shall be allocated among Class Counsel as follows: 42.5% to James Hawkins APLC;

42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and, 15% to Haffner Law PC.

(Agreement at ¶ 3.2.2.) The Plaintiffs have agreed to this fee splitting agreement both in a joint prosecution agreement and by their execution of the Agreement.

21. The settlement provides for attorneys' costs not to exceed \$65,000.00 from the Gross Settlement Amount. (Agreement at ¶ 3.2.2.) Class Counsel will document the final amount and the specific itemization of these costs at final approval.

22. Subject to Court approval, the Agreement provides for a payment of no more than \$20,000 each to Plaintiffs as their Enhancement Awards. (Agreement at ¶ 3.2.1.) The service awards are addressed below at paragraphs 27 and 35, and are supported by Declarations from the Plaintiffs filed in support of this motion.

23. Besides this Action (as identified in paragraph 1.1 of the Agreement), I am unaware of any other related cases pending against Defendant which would be impacted by this settlement. I have searched the LWDA database which evidences that there are no other currently pending PAGA complaints against the Defendant which were submitted to the LWDA (other than PAGA Notices served by the Plaintiffs in this Action).

B. CLASS ADMINISTRATION AND CLASS NOTICE:

1. Settlement Administration - After seeking bids from qualified administrators, the estimate from ILYM Group was selected, as it provided for an estimate of \$195,500 to perform the settlement administration for a Class of up to 55,000, with any difference between the actual expenses and the budget of \$220,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used ILYM Group successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with ILYM Group, and thus no conflict of interest exists. Submitted herewith is the Declaration of Anthony Rogers from ILYM Group which includes the estimate for administration from ILYM Group. ILYM Group will establish a website for this settlement, which URL will be provided to the Class in the Court notice and that is where relevant documents, including the Judgment, will be posted for viewing by the Class. (Agreement

1 at ¶ 7.8.1.)

2 2. Class Notice - In accordance with the Agreement, Defendant will
3 provide to the Administrator a confidential electronic spreadsheet containing the Class Data.
4 (Agreement at ¶ 4.1.) Within 21 calendar days after receipt of the Class Data, the Administrator
5 will mail the Class Notice to all Class Members via first-class U.S. Mail using the most current
6 mailing address information available. (Agreement at ¶ 7.4.2.) The Class Notice, drafted jointly and
7 agreed upon by the Parties through their respective counsel and to be approved by the Court,
8 includes all relevant information. (See Exhibit A to the Agreement.) The Class Notice will include,
9 among other information: (i) information regarding the Action; (ii) the impact on the rights of the
10 Class Members if they do not opt out, including a description of the applicable release; (iii)
11 information to the Class Members regarding how to opt out and how to object to the Settlement; (iv)
12 the estimated Individual Class Payment, Individual FLSA Payment and Individual PAGA Payment
13 for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the
14 amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of the
15 Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from
16 the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion
17 (opt-out) or to submit a written objection. (Agreement at ¶ 1.47.) Class Members shall be given the
18 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to
19 appear at the Final Approval Hearing. (Agreement at ¶ 7.7.) Class Members who do not submit a
20 timely and proper request to opt-out will automatically receive a payment of their Individual Class
21 Payment. This notice program was designed to meaningfully reach the Class Members and it
22 advises them of all pertinent information concerning the Settlement.

23
24 Fairness of Settlement

25 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
26 of Eleven Million Three Hundred Fifty Thousand Dollars (\$11,350,000) (the "Gross Settlement
27 Amount") is to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount
28 will settle all issues pending in the Action between the Parties and will be made in full and final

1 settlement of the Released Class Claims, Released FLSA Claims and Released PAGA Claims in
2 exchange for the payments to Class Members, FLSA Subclass Members and Aggrieved Employees;
3 Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the service award to
4 the class representative; the LWDA Payment; and settlement administration expenses. (Agreement
5 at ¶ 1.24.) The following is a table of the key financial terms of the Settlement and the proposed
6 deductions:

7 **\$11,350,000** (Gross Settlement Amount)

8 - \$80,000 (Class Representative Service Payments - not to exceed \$20,000 each)

9 - \$65,000 (Class Counsel's litigation costs - not to exceed amount)

10 - \$3,783,333.33 (attorneys' fees - not to exceed one-third of settlement)

11 - \$168,750 (LWDA PAGA Payment)

12 - \$220,000 (Administration Expenses Payment - not to exceed amount)

13 **\$7,032,916.67** (Net Settlement Amount to pay Individual Class Payments, Individual FLSA
14 Payments (\$200,000), and Individual PAGA Payments (\$56,250))
15

16 4. The relief provided in the Settlement will benefit all members of the Class. The
17 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
18 Payments to the Class Members are all determined under a neutral methodology. Each Participating
19 Class Member will receive the same opportunity to participate in and receive payment through a
20 neutral formula that is based upon the workweeks for that individual.

21 5. On May 1, 2024, the Parties participated in an all-day mediation session presided
22 over by David Rotman, a respected and experienced mediator of wage and hour class actions. In
23 preparation for the mediation, Defendant provided Class Counsel with payroll and employment data
24 and other information regarding the Class Members, various internal documents, and other
25 compensation and employment-related materials. Class Counsel analyzed the data with the
26 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
27 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
28 for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is

1 fair, reasonable and adequate.

2 6. Based upon approximately 49,943 Class Members who collectively worked
3 approximately 5,668,385 workweeks, the Gross Settlement Amount provides an average value of
4 \$227 per Class Member and \$2 per Workweek and after deductions the Net Settlement Amount
5 provides an average recovery of \$140.81 per Class Member and a recovery of \$1.24 per Workweek.
6 The calculations to compensate for the amount due to the Class Members at the time the Settlement
7 was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation.
8 Class Counsel analyzed the data for putative class members and determined the potential maximum
9 damages for the class claims. For the Class, the maximum value of the claim for unpaid wages due
10 to the alleged unpaid wages due to rounding was \$34,073,904, the maximum potential damages for
11 alleged meal period violations were estimated to be \$26,596,088 based upon a 37.9% violation rate
12 observed in the time records and after a reduction of 90% of the violations which were subject to
13 health care worker meal waivers under *Gerard v. Orange Coast Mem'l Med. Ctr.*, 6 Cal. 5th 443
14 (2018) and on-duty meal agreements, the maximum potential damages for alleged rest period
15 violations were estimated to be \$12,240,168 based upon an alleged 5% violation rate, the maximum
16 potential damages for the alleged failure to reimburse business expenses were calculated to be
17 \$654,045 based upon a 10% violation rate for when phones / ipads were not provided for work, and
18 the alleged overtime and sick pay claims were of \$0 because these claims were precluded by Cal.
19 Labor Code §§ 514 and 245 and the existence of a collective bargaining agreement. In total, the
20 damages for the Class were calculated to have a maximum potential total value of \$73,564,205. In
21 addition, Plaintiffs calculated that the maximum value of the potential waiting time penalties were
22 between \$122,379,623 and \$149,698,514, depending on the predicate violation, and the maximum
23 value of the potential wage statement penalties were \$194,920,000.¹ Defendant vigorously disputed
24

25 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
27 defenses asserted by Defendant, including but not limited to, a good-faith dispute defense as to
28 whether any premium wages for meal or rest periods or other wages were owed given Defendant's
position that Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission*
Cases, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer

1 Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of
2 \$11,350,000 represents more than 15.4% of the maximum value of the alleged damages at issue in
3 this case at the time this Settlement was negotiated.² Importantly, the recent decision that good faith
4 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,
5 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,
6 even if wages were owed to the Class. The above maximum calculations should then be adjusted in
7 consideration for both the risk of class certification and the risk of establishing class-wide liability
8 on all claims. Given the amount of the settlement as compared to the potential value of claims in
9 this case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific
10 details as to the calculation and valuation of the claims for purposes of mediation and the
11 negotiation of the Settlement are as follows:

12 **A. Payroll and Timekeeping Data.** Defendant is a health care provider in
13 California. For mediation, Defendant provided class demographics as to the include the number of
14 employees in the class (48,287) the number of workweeks (5,538,126) for the period 1/1/2021 to
15 8/11/2024. The number of aggrieved employees (45,984) and pay periods (2,291,484) in PAGA
16 were also provided for the period 10/24/2021 to 8/11/2024. These figures were extrapolated further
17 for mediation out to 9/11/2024. Plaintiffs received and Plaintiffs' expert analyzed a sampling of
18 shift and time punch data which covered 1,587,679 shifts and 415,592 workweeks from 1/1/2021 -
19 12/7/2023. Plaintiffs' expert then extrapolated their findings out to the Class. Based on the payroll
20 data, the average hourly rate for the Class used in the class-wide valuation calculations was \$34.55.

21 **B. Alleged Off-The-Clock Work.** Plaintiffs alleged that rounding practices
22 resulted in underpaid wages to the Class. Plaintiffs expert determined the gross underpaid hours
23 due to rounding and subtracted the overpaid hours due to rounding, which resulting in a net number
24 of underpaid hours of 2.1 minutes per shift, which was a total of 492,048.8 hours for the Class.

25 _____
26 and employee have a good faith dispute as to whether and when the wages were due.").

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 Based on this analysis the alleged unpaid wages from the rounding was calculated to total
2 \$34,073,904. The rounding claim presents a difficulty in liability because the rounding worked both
3 ways, such that the gross average overpayment was 3.2 minutes per shift while the gross average
4 underpayment of 3.6 minutes per shift, resulting in a net underpayment of 2.1 minutes per shift. As
5 such, Plaintiffs believed the rounding claims presented a good likelihood of certification (50%), but
6 a low likelihood of class-wide liability (25%). Applying these discounted valuations from the risks
7 presented resulted in a discounted value of \$4,259,238.

8 **C. Alleged Miscalculation of the Regular Rate.** Plaintiffs alleged that certain
9 remunerations in the payroll data were not correctly incorporated in the regular rate, which resulted
10 in systemic underpayment of overtime and/or sick pay. These alleged overtime and sick pay claims
11 were given a value of \$0 at mediation because these claims were precluded by Cal. Labor Code §§
12 514 and 245 and the existence of a collective bargaining agreement

13 **D. Alleged Meal Period Violations.** The meal period claim is based upon the
14 analysis of time punch records. The time punch records reflect a meal break violation rate of 37.9%
15 of shifts greater than 6 hours. Because the vast majority of these breaks were for health care workers
16 which allows for legal waiver of 1 of 2 meals under *Gerard v. Orange Coast Memorial*, 6 Cal. 5th
17 443 (2018), Plaintiffs applied a 90% reduction to this maximum. The damages for a missed period
18 is one hour of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages
19 for alleged meal period violations were estimated to be The damages for a missed period is one hour
20 of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages for alleged
21 meal period violations for the Class were calculated to be \$26,596,088. The meal period claim
22 presents a low likelihood of class certification, and a low likelihood that class-wide recovery could
23 be obtained at trial, in light of the facially compliant policies. Plaintiffs discounted this maximum
24 valuation for this claim by 25% for the risk of certification and 25% for the risks of class-wide
25 liability, resulting in a discounted value of \$1,662,255.

26 **E. Alleged Rest Period Violations.** In this case, there were rest period records,
27 though California law does not require rest periods to be recorded. For this claim, because
28 employees had the opportunity for a rest break both in policy and practice and Defendant paid

1 missed rest break premiums, Plaintiff used the maximum assumption of 1 uncompensated violation
2 every four months for the shifts worked by the Class. The damages for a missed period is one hour
3 of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages for alleged
4 rest period violations using a 5% violation rate were estimated to be \$12,240,168. The rest period
5 claim presents a low likelihood of class certification and a low likelihood that class-wide recovery
6 could be obtained at trial, both in light of the facially compliant policy and compliant practices.
7 Plaintiff discounted this maximum valuation for this claim by 25% for the risk of certification and
8 by 10% for the risks of class-wide liability, resulting in a discounted value of \$306,004.

9 **F. Alleged Business Expenses Reimbursement.** The expense reimbursement
10 claim was based upon the personal cellphone usage for work purposes. The value of this claim used
11 was \$5 per month with a 10% violation rate for when phones / ipads were not provided for work to
12 calculate that the maximum potential damages for the alleged failure to reimburse business expenses
13 were \$654,045. Plaintiffs believe that there is a medium likelihood of class certification for this
14 claim, and low likelihood of class-wide liability because Defendant provided a company phone /
15 ipad, thus liability was predicated on the company phone being unavailable. In light of the company
16 phone / ipad, Defendant contended that any personal cell phone usage was merely convenient and
17 voluntary such that reimbursement was not legally required. This defense could result in a denial of
18 class certification and/or a denial of liability on this claim. Plaintiffs discounted this maximum
19 valuation for this claim by 50% for the risk of certification and by 25% for the risks of class-wide
20 liability and recovery, resulting in a discounted value of \$81,755.

21 **G. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for
22 the 19,272 terminated employees x 7.5 hours per day x 30 days x the average rate of pay.. An
23 alternate Waiting Time Penalty was calculated for 15,755 terminated employees with alleged
24 rounding underpayments. As such, the maximum value of the potential waiting time penalties were
25 calculated to be between \$122,379,623 and \$149,698,514, depending on the predicate violation.
26 This claim is entirely derivative of the unpaid wage claims above, and therefore suffers from the
27 same risks, plus Defendant maintains additional defenses of a good faith defense specific to this
28 claim. The recent decision that good faith belief dispute as to wages owed by the employer in

1 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this
2 claim even if wages were owed to the class. In light of the state of the law, and the Defendant's
3 defenses not only to the predicate claims (such as rounding) but also as to a good faith defense to the
4 wage statement claim (additional 75% discount), Plaintiffs discounted this claim significantly to
5 \$3,824,363. However, there was a real risk that the realistic value of this claim could be \$0 under
6 *Naranjo*.

7 **H. Alleged Wage Statement Penalties.** Wage Statement Penalties are
8 calculated at \$50 for the initial violation and \$100 for each subsequent violation with a max of
9 \$4,000 per employee (assumes 100% violation rate for all pay periods). The Wage Statement claim
10 is predicated and is derivative of the above claims, so the maximum valuation assumed there was a
11 violation in every pay period within the applicable one-year statute of limitation. The maximum
12 value of the potential wage statement penalties were therefore calculated to be \$194,920,000. This
13 claim is entirely derivative of the unpaid wage claims above, and therefore suffers from the same
14 risks, plus Defendant maintains additional defenses of a lack of knowing and willful conduct
15 specific to this claim. The recent decision that good faith belief of compliance by the employer in
16 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this
17 claim even if wages were owed to the class. In light of the state of the law, and the Defendant's
18 defenses not only to the predicate claims (such as rounding) but also as to a good faith defense to the
19 wage statement claim (additional 90% discount), Plaintiffs discounted this claim significantly to
20 \$2,436,500. However, there was a real risk that the realistic value of this claim could be \$0 under
21 *Naranjo*.

22 **I. Total Discounted Valuation.** Based upon the above discounted valuations
23 for each of the above class claims, the total discounted valuation for all class claims would be
24 \$12,570,115, which compares favorably to the Gross Settlement Amount in this Settlement as the
25 Gross Settlement Amount is 90% of this discounted valuation.

26 **J. Alleged PAGA Claim.** The PAGA claim is not a class claim and the PAGA
27 penalties are paid primarily (75%) to the State of California, and do not compensate for or release
28 the individual claims of the employees. As such, the PAGA claim is not included in this valuation,

1 however, the PAGA claim is addressed separately below at paragraph 33.

2
3 Procedural History of the Litigation

4 7. On June 29, 2022, Plaintiff Morris filed with the LWDA and served on Defendant a
5 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
6 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA
7 Notice by Plaintiff Morris is attached hereto as Exhibit #3 for the Court's reference. On December
8 30, 2022, Plaintiff Ortega-Calbert filed with the LWDA and served on Defendant a notice under
9 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
10 on behalf of Aggrieved Employees for various Labor Code violations. This PAGA Notice by
11 Plaintiff Ortega-Calbert is attached as Exhibit #1 to the Declaration of James Hawkins for the
12 Court's reference. On August 28, 2023, Plaintiff Hughes filed with the LWDA and served on
13 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
14 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.
15 This PAGA Notice by Plaintiff Hughes is attached hereto as Exhibit #3 for the Court's reference

16 8. On December 28, 2022, Plaintiff Erica Morris initiated the *Morris* Class Action (case
17 number 34-2022-00332012) and the *Morris* PAGA Action (case number 34-2022-00332023)
18 against Defendant in Sacramento County Superior Court. The *Morris* Class Action asserted class
19 claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§
20 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194,
21 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510,
22 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7
23 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and
24 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code
25 § 226; (7) failure to to reimburse employees for required expenses in violation of California Labor
26 Code § 2802; and, (8) failure to pay sick pay wages in violation of California Labor Code §§
27 201-204, 233, 246. The *Morris* PAGA Action asserted claims against Defendant for Civil Penalties
28 Pursuant to under California Labor Code § 2699 for alleged violations of Labor Code §§ 201, 202,

203, 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, Subdivision 5(A)-(B), and the applicable Wage Order(s)

9. As part of the Settlement, Plaintiff Morris agrees to amend her class action Complaint to add Plaintiffs Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes, any unique claims raised in the complaints filed by those plaintiffs, claims under the Private Attorneys General Act and Fair Labor Standards Act, and other factual allegations, claims and theories encompassed by the settlement and release below to ensure that all included Class Members, claims and theories are clearly articulated and covered. On March 6, 2025, Plaintiffs filed this First Amended Class Action Complaint (the “Operative Complaint”). Plaintiffs Ortega-Calbert, Blandino, and Hughes will dismiss their separately-pending actions without prejudice.

10. Over the course of litigation, the Parties engaged in the investigation of the claims, including law and motion attacking the pleadings, informal discovery, and the production of hundreds of pages of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2) shift and time punch data covering 1,587,679 shifts and 415,592 workweeks covering the time period 1/1/2021 to 12/7/2023, which was then extrapolated by the expert to the entire Class; (3) Defendant’s wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs’ expert to prepare the valuations of the claims for the Class.

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

1 the claims.

2 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
3 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
4 documents and information in connection with the Action. On September 20, 2024, the Parties
5 participated in an all-day mediation presided over by David Rotman, a respected and experienced
6 mediator of wage and hour class actions. Following the mediation, each side, represented by its
7 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
8 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
9 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
10 contentious.

11 13. Although a settlement has been reached, Defendant denies any liability or
12 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
13 any purpose other than settlement, the Action is appropriate for class and/or representative
14 treatment. Defendant contends, among other things, that it has complied at all times with the
15 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
16 Defendant contends that class certification is inappropriate for any reason other than for settlement.
17 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
18 that the Action is appropriate for class certification on the basis that the claims meet the requisites
19 for class certification. Without admitting that class certification is proper, Defendant has stipulated
20 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 11.1.) The
21 Parties agree that certification for settlement purposes is not an admission that class certification is
22 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
23 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
24 stipulate and agree that the requisites for establishing class certification with respect to the Class are
25 satisfied.

26 14. Class Counsel has conducted an investigation into the facts of the class action.
27 Over the course of two years of litigation, both formal and informal discovery was obtained, which
28 included the production of thousands of pages of documents. Class Counsel engaged in a thorough

1 review and analysis of the relevant documents and data with the assistance of an expert.
2 Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
3 information to make an informed judgment regarding the likelihood of success on the merits and the
4 results that could be obtained through further litigation. In addition, Class Counsel previously
5 negotiated settlements with other employers in actions involving nearly identical issues and
6 analogous defenses. Based on the foregoing data and their own independent investigation,
7 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms
8 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
9 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
10 by Defendant, and potential appellate issues.

11
12 Settlement Terms and Plan of Allocation

13 15. The Gross Settlement Amount is Eleven Million Three Hundred Fifty Thousand
14 Dollars (\$11,350,000). (Agreement at ¶ 1.24.) Under the Settlement, the Gross Settlement Amount
15 consists of the following elements: Individual Class Payments, Individual FLSA Payments,
16 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel
17 Litigation Expenses Payment, Class Representative Service Payments, and the Administrator's
18 Expenses Payment. (Agreement at ¶ 1.24.) The Gross Settlement Amount does not include
19 Defendant's share of payroll taxes which Defendant will pay in addition to the Gross Settlement
20 Amount. (Agreement at ¶ 1.24.) The Gross Settlement Amount will be fully paid out, with no
21 reversion to Defendant. (Agreement at ¶ 3.1.)

22 16. Defendant will pay to the Administrator the Gross Settlement Amount no later than
23 21 calendar days after the Effective Date. (Agreement at ¶ 4.2.) The distribution of Individual
24 Class Payments to Participating Class Members along with the other Court-approved distributions
25 shall be made by the Administrator within 14 calendar days of the date Defendant fully funds the
26 Gross Settlement Amount. (Agreement at ¶ 4.3.)

27 17. The "Net Settlement Amount" is the amount available to be paid to Participating
28 Class Members, Participating FLSA Subclass Members, and Aggrieved Employees as Individual

1 Class Payments, Individual FLSA Payments, and Individual PAGA Payments. The Net Settlement
2 Amount means the Gross Settlement Amount, less the following payments in the amounts approved
3 by the Court: the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel
4 Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses
5 Payment. (Agreement at ¶ 1.31.) The Administrator will calculate the Individual Class Payment as
6 follows: Each Participating Class Member will be entitled to receive an amount, subject to any
7 applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount,
8 calculated by (i) the number of the Participating Class Member's Workweeks during the Class
9 Period, divided by (ii) the total Workweeks of all Participating Class Members during the Class
10 Period. (Agreement at ¶ 3.2.4.) Workweeks will initially be based on Defendant's records,
11 however, Class Members will have the right to challenge the number of workweeks.

12 18. Class Members may choose to opt-out of the Settlement by following the directions
13 in the Class Notice. (Agreement at ¶ 7.5, Ex. A.) All Class Members who do not submit a
14 "Request for Exclusion" will be bound by the Settlement and will be entitled to receive a Settlement
15 Award. (Agreement at ¶ 7.5.3.) All Aggrieved Employees, including those who submit a Request
16 for Exclusion, will still be paid their Individual PAGA Payment and will remain subject to the
17 release of the Released PAGA Claims regardless of their Request for Exclusion from the Class.
18 (Agreement at ¶ 7.5.4.) Finally, the Class Notice advises the Class Members of their right to object
19 to the Settlement. (Agreement at ¶ 7.7 and Ex. A.)

20 19. Participating Class Members must cash their Individual Class Payment check within
21 180 days after it is mailed. (Agreement at ¶ 4.3.3.) Any settlement checks not cashed within 180
22 days will be voided and any funds represented by such checks sent to the California Controller's
23 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
24 subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 4.3.3.)

25 20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to
26 administer the settlement in this Action ("Administrator"). (Agreement at ¶ 1.2.) The
27 Administrator will be paid for settlement administration in an amount not to exceed \$220,000.
28 (Agreement at ¶ 3.2.3.) ILYM provided an estimate of \$195,500 for administration expenses. A

1 declaration from Anthony Rogers of ILYM is submitted in support of this motion.

2 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
3 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
4 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of
5 Class Counsel Litigation Expenses Payment in an amount not to exceed \$65,000. (Agreement at ¶
6 3.2.2.) Subject to Court approval, the Agreement provides for a payment of no more than \$20,000
7 each to Plaintiffs as their Enhancement Awards. (Agreement at ¶ 3.2.1.)

8 22. Subject to Court approval, the Parties have agreed to PAGA Penalties to be paid
9 from the Gross Settlement Amount for civil penalties under the California Private Attorneys
10 General Act, Cal. Labor Code Section 2698, *et seq.* (“PAGA”) in the amount of \$225,000.
11 (Agreement at ¶ 3.2.6.) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
12 Penalties shall be allocated as follows: Seventy-five percent (75%) of this amount, or in other words
13 \$168,750, will be paid out of the Gross Settlement Amount to the LWDA of the State of California,
14 and the remaining twenty-five percent (25%), or in other words \$56,250, will be distributed to the
15 Aggrieved Employees as their Individual PAGA Payments. (Agreement at ¶ 3.2.6.) As set forth in
16 the accompanying proof of service, the LWDA has been served with this motion and the
17 Agreement.

18
19 Risks of Continued Litigation and Standards for Approval

20 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
21 litigate and trying this Action against Defendant through possible appeals which could take several
22 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
23 especially in complex class actions such as this Action. Class Counsel is also mindful of and
24 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
25 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
26 Settlement set forth in the Agreement is in the best interest of the Class Members.

27 24. Defendant asserted a number of defenses which presented serious threats to the
28 claims of the Plaintiffs and the other Class Members. Defendant maintains that its practices

1 complied with all applicable wage and hour laws. Defendant maintains that all Class Members’
2 work time was properly recorded and compensated and that there was no miscalculation of the
3 regular rate. Defendant contends that its meal and rest period policies and practices provide Class
4 Members with meal and rest periods and that the payment of significant meal premiums is evidence
5 of Defendant’s legally compliant practices. As to expense reimbursement, Defendant maintains that
6 it did not fail to provide reimbursement for necessary business expenses because, among other
7 things, employees are not required to use their personal cell phones to perform their work.
8 Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
9 *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See’s Candy*
10 *Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs’ claims in terms of liability and value,
11 and preclude claims from proceeding on a class or representative basis. Defendant also maintains
12 that a good faith dispute and absence of willfulness would negate the claims for waiting time
13 penalties and failure to provide accurate itemized wage statements. See e.g. *Naranjo v. Spectrum*
14 *Sec. Servs.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) (“if an employer reasonably and in good faith
15 believed it was providing a complete and accurate wage statement in compliance with the
16 requirements of section 226, then it has not knowingly and intentionally failed to comply with the
17 wage statement law.”) If successful, Defendant’s defenses could eliminate or substantially reduce
18 any recovery to the Class. While Plaintiffs believe that these defenses could be overcome,
19 Defendant maintains these defenses have merit and therefore present a serious risk to recovery by
20 the Class.

21 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
22 be unable to obtain class certification and thereby not recover on behalf of any employees other than
23 themselves. Defendant argued that the individual experience of each putative class member varied
24 with respect to the claims, which would preclude the claims from proceeding on a class basis. For
25 instance, Plaintiffs’ meal and rest period claims would require individualized inquiries into whether
26 each employee took a compliant meal or rest period on a given shift and, if not, why. Plaintiffs are
27 aware of other cases where class certification of similar claims was denied. See e.g. *Cacho v.*
28 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally,

1 even if class certification was successful, as demonstrated by the California Supreme Court decision
2 in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles to
3 overcome for a class-wide recovery even where a class has been certified. While other cases have
4 approved class certification of wage and hour claims, class certification in this Action would have
5 been hotly disputed and was by no means a foregone conclusion.

6 26. This settlement is therefore certainly entitled to preliminary approval. Were this
7 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
8 things, that wages were owed on a class-wide basis. As explained below, this was and is a
9 substantial risk:

10 A. **Risks With Specific Claims and Their Class-Wide Valuations** - The
11 specific claims also had risks which impacted both liability and the valuation of the claim. The
12 claims based on the alleged miscalculation of the regular rate, while normally a good certifiable
13 claim, in this case, was of nominal value because of the Defendant's absolute defense under Cal.
14 Labor Code §§ 514 and 245 and the existence of a collective bargaining agreement. also had
15 problems. The meal and rest break claims present significant hurdles for class certification because
16 of the potential for individual issues as to why a break was missed. Moreover, significant meal and
17 rest period premiums were paid by Defendant when a missed period was presented to Defendant.
18 Thus, there was both facially compliant policies and practices which demonstrated legal with such
19 payments. In my experience, these claims would be difficult to certify. As to the alleged claim for
20 off-the-clock-work due to rounding, as discussed above, the underpayment versus overpayment
21 difference was very small, and this presents problems both as to certification and liability. As to
22 expense reimbursement, the fact that company phones / ipads were provided nearly negated this
23 claim entirely, and could be viewed as strong evidence that the use of a personal phone was not
24 "necessary" within the meaning of Cal. Labor Code §2802, and therefore no reimbursement is
25 legally required. Therefore, this claim would be difficult to prove and to value on a class-wide basis
26 even if certified. Finally, as to the statutory penalties relating to waiting time and wage statements,
27 these claims are both derivative of the above claims and are subject to their own defenses. As
28 discussed above, the Defendant asserted significant defenses to all of the predicate violations, which

1 means that under the new decision in *Naranjo*, even if the violations were provide, these penalties
2 would be denied. As a result, the claims for penalties likely have no value through continued
3 litigation.

4 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
5 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
6 3.2.1.) Plaintiffs performed their duties admirably by working with Class Counsel over the course
7 of litigation. The Declarations of the Plaintiffs are submitted herewith in support. At this stage, the
8 requested service awards are well within the accepted range of awards for purposes of preliminary
9 approval, subject to the Court's determination at final approval. *See e.g. Louie v. Kaiser*
10 *Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000
11 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL
12 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a
13 pool of \$100,000 in enhancements); *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.
14 LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each
15 are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D.
16 Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018
17 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment
18 was \$351).

19 28. The stage of the proceedings at which this Settlement was reached also militates in
20 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
21 conducted a thorough investigation into the facts of the class action. Class Counsel began
22 investigating the Class Members' claims before the Action was filed, and during the course of
23 litigation, Class Counsel engaged in both formal and informal discovery to obtain necessary
24 information. Class Counsel conducted a review and analysis of the relevant documents and data.
25 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
26 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
27 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
28 the likelihood of success on the merits and the results that could be obtained through further

1 litigation.

2 29. Based on the foregoing data and their own independent investigation and evaluation,
3 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
4 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
5 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
6 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
7 possessed sufficient information to make an informed judgment regarding the likelihood of success
8 on the merits and the results that could be obtained through further litigation.

9
10 Class Certification Issues

11 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
12 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
13 the Court may appropriately approve the Class as defined in the Agreement. This Court should
14 conditionally certify the Class for settlement purposes only, defined as follows:

15 All non-exempt persons who were employed by Defendant in the State of California
16 at any time during the Class Period (January 1, 2021 through December 31, 2024).
17 (Agreement at ¶ 1.5.)

18 a. **Numerosity** - Here, Plaintiffs assert that the 49,943 current and former
19 employees that comprise the Class can be identified based on Defendant's records and are
20 sufficiently numerous for class certification.

21 b. **Common Issues Predominate** - Plaintiffs contend that common questions of
22 law and fact are present, specifically the common questions of whether Defendant's employment
23 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,
24 whether Class members were lawfully compensated for all hours worked, whether Defendant
25 correctly calculated the regular rate, whether Defendant failed to provide required expense
26 reimbursement, and whether Class Members are entitled to damages and penalties as a result of
27 these practices. Plaintiffs contend that certification of this Class is appropriate because Defendant
28 allegedly engaged in uniform practices with respect to the Class Members. As a result, these

1 common questions of liability could be answered on a class wide basis.

2 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
3 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as
4 non-exempt employees, and, like every other member of the Class, were subject to the same
5 employment practices. Plaintiffs, like every other member of the Class, also claim owed
6 compensation as a result of the Defendant's alleged uniform company policies and practices. Thus,
7 the alleged claims of Plaintiffs and the members of the Class arise from the same course of conduct
8 by Defendant, involve the same issues, and are based on the same legal theories.

9 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
10 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
11 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
12 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
13 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
14 communicated with Class Counsel, provided documents and information to Class Counsel, and
15 participated in the investigation and resolution of the Action. The personal involvement of the
16 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
17 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
18 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and those
19 of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same set of
20 facts and legal theories.

21 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
22 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
23 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
24 experience. We have handled a number of class actions and complex cases and have acted both as
25 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
26 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
27 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
28 employment law class actions, including claims for misclassification, overtime, expense

1 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
3 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
4 adequate counsel by the courts throughout California. We have been approved as experienced class
5 counsel by both state and federal courts in California in contested class certification proceedings. A
6 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
7 settlement is defined as “all non-exempt persons who were employed by Defendant in the State of
8 California at any time during the Class Period (January 1, 2021 through December 31, 2024).” I
9 have reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or
10 representation which would prevent my firm from representing the interests of the Class this case.
11 My firm only represents employees, and not employers. My firm has never represented Defendant
12 nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is
13 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
14 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
15 other employees and classes as the claims are all against different and distinct employers. I can
16 think of no conflict that would arise in our representation of the Class and our adequate
17 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
18 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any
19 affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement for
20 my firm is satisfied.

21 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
22 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
23 A to the Agreement.) The Class Notice will include, among other information: (i) information
24 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
25 including a description of the applicable release; (iii) information to the Class Members regarding
26 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment,
27 Individual FLSA Payment and Individual PAGA Payment for each of the Class Members; (iii) the
28 amount of attorneys’ fees and expenses to be sought; (v) the amount of the Plaintiffs’ service award

request; and (vi) the anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶ 1.47.) Class Members shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 7.7.) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Settlement Award. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent class members." (LWDA Response at p.4).

b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between \$118,016,500 and \$236,033,100 for a single violation in every one of the 2,360,331 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum

1 rate per pay period but without stacking.³ The PAGA allocation in the Settlement is the amount of
2 \$225,000. This allocation is justified by several important considerations. First, the PAGA claim
3 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
4 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
5 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
6 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
7 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
8 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
9 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
10 awarded could be significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the
11 PAGA claim. Even if we assume that violations for all 2,360,331 pay periods were established,
12 using the valuation from *Carrington* results in a potential recovery of \$11,801,655 under PAGA.
13 This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
14 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
15 reasoning of the LWDA in *O'Connor v. Uber*.

16 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
17 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
18 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
19 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
20 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
21 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
22 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
23 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,

25 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$118,016,500 and \$236,033,100 is the civil penalty amount without
27 stacking. If stacking is permitted, then the valuation increases with each additional penalty added to
28 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. Moreover, the 2024
amendment to PAGA casts further doubt on whether stacking is permitted.

2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*, No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,

1 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
2 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
3 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
4 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
5 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
6 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
7 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

8
9 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
10 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
11 reasonable, and at the time of final approval, my firm will present lodestar to further support the
12 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
13 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
14 of the class action awards obtained by Class Counsel in similar employment actions throughout the
15 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
16 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
17 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
18 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
19 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
20 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
21 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
22 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
23 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
24 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
25 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
26 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
27 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
28 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher

1 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
2 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
3 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
4 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
5 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
6 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
7 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
8 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
9 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
10 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
11 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
12 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
13 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
14 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
15 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
16 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
17 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
18 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
19 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
20 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
21 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
22 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
23 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
24 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
25 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
26 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
27 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
28 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County

1 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
2 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
3 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
4 award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare*
5 (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded
6 a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v.*
7 *Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
8 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
9 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
10 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
11 November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No.
12 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
13 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County
14 Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a
15 wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego
16 Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee
17 award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery*
18 *Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat
19 approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler*
20 *v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael
21 Markman approved a one-third fee award in a wage and hour class settlement. On January 14,
22 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-
23 597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement.
24 On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-
25 00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
26 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court
27 Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour
28 class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light

1 of the fees that have been awarded in other similar cases.

2

3 35. Class Representative Service Payments - The reasonableness of the requested service

4 award is also established by reference to the amounts that other California courts have found to be

5 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,

6 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service

7 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,

8 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.

9 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);

10 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County

11 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,

12 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards

13 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,

14 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*

15 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,

16 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.

17 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);

18 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior

19 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*

20 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,

21 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los

22 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*

23 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,

24 2011)(awarding \$10,000 service award together with additional compensation for their general

25 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court

26 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.

27 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);

28 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior

1 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
2 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
3 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
4 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
5 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
6 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
7 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
8 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
9 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
10 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
11 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
12 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
13 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
14 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
15 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
16 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
17 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
18 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
19 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
20 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
21 2018) (awarding \$10,000 service award).

22
23 36. Potentially Related Other Actions - Besides this Action (as identified in paragraph
24 1.1 of the Agreement), I am unaware of any other related cases pending against Defendant which
25 would be impacted by this settlement. I have searched the LWDA database which evidences that
26 there are no other currently pending PAGA actions submitted to the LWDA (other than PAGA
27 Notices served by the Plaintiffs in this Action).

37. Administration - After seeking bids from qualified administrators, the estimate from ILYM Group is was selected, as it provided for an estimate of \$195,500 to perform the settlement administration for a Class of up 55,000, with any difference between the actual expenses and the budget of \$220,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used ILYM Group successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with ILYM Group, and thus no conflict of interest exists. Submitted herewith is the Declaration of Anthony Rogers from ILYM Group which includes the estimate for administration from ILYM Group.

Service on the LWDA:

38. At the same time as the filing and service of this declaration, I am also serving the LWDA with the entire motion for preliminary approval which includes the Class and Representative Action Settlement Agreement. This service is verified by the accompanying proof of service. And a email receipt for the service is attached hereto as Exhibit #4.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of March, 2025, at La Jolla, California.

By: /s/ Kyle Nordrehaug

Kyle Nordrehaug

EXHIBIT #1

Morris v. The Permanente Medical Group, Inc.
(Sacramento Sup. Ct. Case No. 34-2022-00332012 (Class Action))

Morris v. The Permanente Medical Group, Inc.
(Sacramento Sup. Ct. Case No. 34-2022-00332023 (PAGA Action))

Ortega-Calbert, et al. v. The Permanente Medical Group, Inc.
(Solano Sup. Ct. Case No. FCS059433)

Hughes v. The Permanente Medical Group, Inc.
(Alameda Sup. Ct. Case No. 23CV041489)

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class and Representative Action Settlement Agreement (“Agreement”) is made by and between the Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes (collectively, “Plaintiffs” and “Class Representatives”) on behalf of themselves and the putative class and Defendant The Permanente Medical Group, Inc. (“TPMG” or “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or to one of them individually as “Party.”

1. DEFINITIONS.

- 1.1 “Actions” means *Morris v. The Permanente Medical Group, Inc.*, Sacramento Sup. Ct. Case No. 34-2022-00332012 (“*Morris* Class Action”), *Morris v. The Permanente Medical Group, Inc.*, Sacramento Sup. Ct. Case No. 34-2022-00332023 (“*Morris* PAGA Action”), *Ortega-Calbert, et al. v. The Permanente Medical Group, Inc.*, Solano Sup. Ct. Case No. FCS059433 (“*Ortega-Calbert*”), and *Hughes v. The Permanente Medical Group, Inc.*, Alameda Sup. Ct. Case No. 23CV041489 (“*Hughes* Class Action”).
- 1.2 “Administrator” or “Settlement 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 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. The Administration Expenses Payment is currently estimated to not exceed \$220,000.
- 1.4 “Aggrieved Employees” means all non-exempt persons who were employed by Defendant in the State of California at any time during the PAGA Period, defined in ¶ 1.34 herein as October 24, 2021 through December 31, 2024.
- 1.5 “Class Members” means all non-exempt persons who were employed by Defendant in the State of California at any time during the Class Period, defined in ¶ 1.6 herein as January 1, 2021 through December 31, 2024.
- 1.6 “Class Period” or “Settlement Period” means the period from January 1, 2021 through December 31, 2024.

- 1.7 “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nichols J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP, James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC, and Joshua H. Haffner, Alfredo Torrijos, and Trevor Weinberg of Haffner Law PC.
- 1.8 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for attorneys’ fees.
- 1.9 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable litigation expenses.
- 1.10 “Class Data” means personally identifying information in Defendant’s possession, including Class Member names, last-known mailing addresses, Social Security numbers, and the numbers of qualifying Workweeks and Pay Periods worked. The Class Data shall be provided to the Administrator confidentially. It shall not be provided to Plaintiffs or Class Counsel.
- 1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12 “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13 “Class Representatives” means the Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes.
- 1.14 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15 “Court” means the Superior Court of California, County of Sacramento.
- 1.16 “Defendant” means the named Defendant, The Permanente Medical Group, Inc.
- 1.17 “Defense Counsel” means Seyfarth Shaw LLP, acting through attorneys Christian Rowley, Kerry Friedrichs, and Elizabeth MacGregor.
- 1.18 “Effective Date” means the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court and (ii) the Court’s Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review is filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed

pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court's Judgment. If a timely objection to the settlement is filed (including an objection from the California Labor & Workforce Development Agency ("LWDA")), "Effective Date" shall be the later of: (a) the date on which the time for all appeals relating to objections to the settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment. Provided, however, if the LWDA has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the settlement, the date when the LWDA's objection to the settlement is resolved and no longer appealable.

- 1.19 "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21 "FLSA Subclass Members" means all non-exempt persons who were employed by Defendant in the State of California at any time during the FLSA Subclass Period.
- 1.22 "FLSA Subclass Period" means the period from January 1, 2021 through December 31, 2024.
- 1.23 "FLSA Settlement Fund" means the amount of the Settlement allocated for payment to Participating Class Members for settlement and release of claims under the FLSA. The FLSA Settlement Fund shall not exceed Two Hundred Thousand Dollars (\$200,000). The FLSA Settlement Fund shall be paid out of the Gross Settlement Amount.
- 1.24 "Gross Settlement Amount" means \$11,350,000, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator's Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.25 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by that Participating Class Member during the relevant period.
- 1.26 "Individual FLSA Payment" means the FLSA Subclass Member's pro rata share of the FLSA Settlement Fund calculated according to the number of Workweeks worked by that FLSA Subclass Member during the FLSA Subclass Period.

- 1.27 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked by that Aggrieved Employee during the PAGA Period.
- 1.28 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.29 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to 75% of the civil penalties recovered in connection with PAGA actions filed before June 20, 2024.
- 1.30 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.31 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the “Net Settlement Amount” to be paid to Participating Class Members, Participating FLSA Subclass Members, and Aggrieved Employees as Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments (which may be combined into a single payment).
- 1.32 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.33 “Operative Complaint” means the Amended Complaint that Plaintiff Morris shall, as part of this Settlement, file in the *Morris* Action. Plaintiff Morris agrees to amend her class action Complaint to add Plaintiffs Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes, any unique claims raised in the complaints filed by those plaintiffs, claims under the Private Attorneys General Act and Fair Labor Standards Act, and other factual allegations, claims and theories encompassed by the settlement and release below to ensure that all included Class Members, claims and theories are clearly articulated and covered; and Defendant will stipulate to the filing of this amended Complaint (the "Operative Complaint"). Defendant will agree not to remove the matter to federal court. Within 15 calendar days of the amendment of the Complaint, Plaintiffs Ortega-Calbert, Blandino, and Hughes will dismiss their separately-pending actions without prejudice.
- 1.34 “PAGA Period” means the period from October 24, 2021 through December 31, 2024.
- 1.35 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq.*).
- 1.36 “PAGA Notice” means any and all letters submitted by Plaintiffs to Defendant and the LWDA in connection with the Actions, providing notice pursuant to Labor Code section 2699.3, subdivision (a). This includes the letters submitted by Plaintiffs on the following dates: June 29, 2022 for Plaintiff Morris, December 30, 2022 for Plaintiff Ortega-Calbert, and August 28, 2023 for Plaintiff Hughes.

- 1.37 “PAGA Penalties” means the sum of \$225,000.00, the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which shall allocate 25% of the total PAGA Penalties to Aggrieved Employees (\$56,250.00) on a pro rata basis according to the number of Pay Periods worked by each Aggrieved Employee, and 75% shall be allocated to the LWDA (\$168,750.00) (referred to herein as the “LWDA PAGA Payment” and defined in ¶1.30), in settlement of PAGA claims. The PAGA Penalties paid to the Aggrieved Employees shall be made regardless of whether an Aggrieved Employee requests to be excluded from the Settlement Class.
- 1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39 “Pay Period” means any two week pay cycle during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, defined in ¶1.34 herein as October 24, 2021 through December 31, 2024.
- 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of the Settlement.
- 1.42 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.43 “Released FLSA Claims” means the claims being released or precluded as described in Paragraph 5.3 below.
- 1.44 “Released PAGA Claims” means the claims being released or precluded as described in Paragraph 5.4 below.
- 1.45 “Released Parties” means Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.
- 1.46 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.47 “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members, FLSA Subclass Members, and Aggrieved Employees (attached hereto as Exhibit A) (“Class Notices”), and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail objections to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.48 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.49 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period, defined in ¶ 1.6 herein as January 1, 2021 through December 31, 2024.

2. RECITALS.

2.1 On December 28, 2022, Plaintiff Erica Morris initiated the *Morris* Class Action (case number 34-2022-00332012) and the *Morris* PAGA Action (case number 34-2022-00332023) against Defendant in Sacramento County Superior Court.

2.2 On January 3, 2023, Plaintiffs Yolanda Ortega-Calbert and Maribel Blandino initiated the *Ortega-Calbert* Action (case number FCS059433) against Defendant in Solano County Superior Court. On March 13, 2023, Plaintiffs Ortega-Calbert and Blandino filed a First Amended Complaint.

2.3 On August 25, 2023, Plaintiff Doretha Hughes initiated the *Hughes* Action (case number 23CV041489) against Defendant in Alameda County Superior Court. On August 28, 2023, Plaintiff Hughes submitted a letter to the LWDA purporting to provide notice of alleged Labor Code violations pursuant to Labor Code section 2699.3. Plaintiff Hughes did not amend her complaint to allege a claim under PAGA.

2.4 In connection with this Agreement, Plaintiff Morris agrees to amend her class action Complaint to add Plaintiffs Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes, any unique claims raised in the complaints filed by those plaintiffs, claims under the Private Attorneys General Act and Fair Labor Standards Act, and other factual allegations, claims and theories encompassed by the settlement and release below to ensure that all included Class Members, claims and theories are clearly articulated and covered; and Defendant will stipulate to the filing of this amended Complaint (the "Operative Complaint"). Defendant will agree not to remove the matter to federal court. Within 15 calendar days of the amendment of the Complaint, Plaintiffs Ortega-Calbert, Blandino, and Hughes will dismiss their separately-pending actions without prejudice.

2.5 The request for permission to file the First Amended Complaint shall be filed on or before the date of the filing of the motion for preliminary approval. Class Counsel will share the draft First Amended Complaint for comments by Defense Counsel with reasonable notice before filing the request with the Court to file same. Class Counsel shall seriously consider in good faith Defense Counsel's comments before filing.

2.6 The Parties will treat the First Amended Complaint as the Operative Complaint. Defendant denies all material 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.

2.7 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

- 2.8 On September 20, 2024, the Parties participated in mediation with mediator David Rotman, Esq. This mediation led to this Agreement to settle the Action.
- 2.9 Prior to mediation, Plaintiffs obtained both formal and informal discovery, including summary data from Defendant regarding the number of employees and Workweeks at issue. Plaintiffs' investigation satisfies the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) ("*Dunk/Kullar*").
- 2.10 Class certification has not been adjudicated in any of the Actions.
- 2.11 The Parties to this Settlement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

3. MONETARY TERMS.

- 3.1 *Gross Settlement Amount.* Except as otherwise provided by Paragraph 7.9 below, Defendant promises to pay \$11,350,000.00 and no more as the Gross Settlement Amount. In addition to the Gross Settlement Amount, Defendant shall pay its share of any payroll taxes owed. Defendant need not pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Administrator will issue to Class Members forms W-2 and 1099 for all amounts paid under this Settlement, making all deductions and withholdings required under law.
- 3.2 *Payments from the Gross Settlement Amount.* The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 *To Plaintiffs:* Class Representative Service Payments to the Class Representatives of not more than \$20,000 each (in addition to any Individual Class Payment, Individual FLSA Payments, and any Individual PAGA Payment the Class Representatives are entitled to receive), for a total of \$80,000. Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue IRS Forms 1099 for the Class Representative Service Payments. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- 3.2.2 *To Class Counsel:* A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$3,783,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$65,000. Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 42.5% to James Hawkins APLC; 42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and, 15% to Haffner Law PC. Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses. Defendant will not oppose requests for these payments, provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and for Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment in less than the amounts requested, then the Administrator will retain the remainder as part of the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other counsel arising from any claim to any portion of any Class Counsel Fee Payment or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 *To the Administrator:* An Administration Expenses Payment will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement. The Administration Expenses Payment is currently estimated to not exceed \$220,000. To the extent actual Administration Expenses Payment is greater than \$220,000, such excess amount will be deducted from the Gross Settlement Amount, subject to the Court's approval. Any portion of the Administration Expenses Payment allocated but not paid to the Administrator will be distributed to the Settlement Class pro rata.
- 3.2.4 *To Each Participating Class Member:* The Individual Class Payment shall be calculated as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's Workweeks during the Class Period, divided by (ii) the total Workweeks of all Participating Class Members during the Class Period. Determination of the number of weeks that a Participating Class Member worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the weeks worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of one-third (1/3) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. A total of two-thirds (2/3) of each Participating Class Member's Individual Class Payment will be allocated in equal portions to settlement of claims for interest and penalties (the "Interest and Penalties Portion"). The Interest and Penalties Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms issued by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 *Effect of Non-Participating Class Members on Calculation of Individual Class Payments.* Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members as stated in Paragraph 3.2.4.

3.2.5 *To Each Participating FLSA Subclass Member:* The Individual FLSA Payment shall be calculated as follows: Each FLSA Subclass Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the Participating FLSA Subclass Member's attributed Workweeks during the FLSA Subclass Period, divided by (ii) the total Workweeks of all Participating FLSA Subclass Members during the FLSA Subclass Period. Determination of the number of weeks that a Participating FLSA Subclass Member worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the weeks worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.5.1 *Tax Allocation of Individual FLSA Payments.* A total of one-third (1/3) of each Participating FLSA Subclass Member's Individual FLSA Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form issued by the Administrator. A total of two-thirds (2/3) of each Participating FLSA Subclass Member's Individual FLSA Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms issued by the Administrator. Participating FLSA Subclass Members assume full responsibility and liability for any employee taxes owed on their Individual FLSA Payment.

3.2.5.2 *Effect of Non-Participating FLSA Subclass Members on Calculation of Individual FLSA Payments.* Non-Participating FLSA Subclass

Members will not receive any Individual FLSA Payments. The Administrator will retain amounts equal to their Individual FLSA Payments in the FLSA Settlement Fund for distribution to Participating FLSA Subclass Members as stated in Paragraph 3.2.5.

3.2.6 *To the LWDA and Aggrieved Employees:* PAGA Penalties in the amount of \$225,000.00 to be paid from the Gross Settlement Amount, with 75% (\$168,750) allocated to the LWDA PAGA Payment and 25% (\$56,250) allocated to the Individual PAGA Payments.

3.2.6.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendant at any time during the PAGA Period, based on their proportional number of Pay Periods worked for Defendant during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual Pay Periods worked during the PAGA Period in relation to the total Pay Periods worked by all Aggrieved Employees during the PAGA Period. Determination of the number of Pay Periods that an Aggrieved Employee worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the Pay Periods worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.6.2 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.3 If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 *Class Data.* Not later than 15 business days after Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a spreadsheet. The Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data has omitted identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.2 *Funding of Gross Settlement Amount.* Within 5 business days of the Effective Date, the Administrator shall provide Defendant with the documents and information necessary in order for Defendant to fund the settlement, including the information that Defendant will need in order to pay their share of the payroll taxes owed. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.
- 4.3 *Payments from the Gross Settlement Amount.* Within 14 calendar days of the date Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual FLSA Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments.
- 4.3.1 The Administrator will issue checks to cover the Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments and will send them to the Class Members/Aggrieved Employees/FLSA Subclass Members via First Class U.S. Mail, postage prepaid (including those for whom Class Notice was returned undelivered). The face of each check shall prominently state the date (not less than 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 (including those for whom Class Notice was returned undelivered). The Administrator may send a single check combining the Individual Class Payment, the Individual FLSA Payment, and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. For any Class Member who opts out, the Administrator will send a check for only the Individual PAGA Payment.
- 4.3.1.1 Opt-in and release language regarding the release of the FLSA claim will be printed on the Individual Class Payment checks with instructions that cashing such check constitutes consent under the FLSA to opt into the collective action. The language to be included will be substantially similar to the following:
- “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
- 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without United States Postal

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

- 4.3.3 All checks for Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments will remain negotiable for one hundred and eighty (180) days from the date of their mailing by the Settlement Administrator. The Settlement Administrator shall notify Class Counsel and Defense Counsel of any undeliverable and uncashed checks. After 180 days from the date of their mailing by the Settlement Administrator, any settlement checks distributing Individual Class Payments, Individual FLSA Payments, or Individual PAGA Payments that are returned to the Settlement Administrator as undeliverable or that have not been cashed will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee.
- 4.3.4 The settlement payments made to Class Members under this settlement, including payment of Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments, and any other payments made pursuant to this settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. The payment of Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.
5. **RELEASES AND PRECLUSION OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer taxes owed on the wage portion of Individual Class Payments, Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 *Plaintiffs' General Release.* Plaintiffs and the Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions or occurrences that occurred through the date of final approval ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, medical benefits to which Plaintiffs were entitled as Kaiser Foundation Health Plan members, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any

time. 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. This general release shall run through the date of Final Approval.

- 5.1.1 *Plaintiffs' Waiver of Rights Under Civil Code Section 1542.* For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Civil Code section 1542, 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.

- 5.1.2 *Hughes Carve-out.* This release does not include a release of wrongful termination claims related to Plaintiff Doretha Hughes' termination alleged in *Doretha Hughes, et al. v. The Permanente Medical Group, Inc., et al.*, Alameda County Superior Court Case No. 23CV046202.

- 5.2 *Release by Participating Class Members:* All Participating Class Members shall fully release Defendant and the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. These Class and PAGA releases include claims under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, failure to pay or properly calculate overtime premiums, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to provide suitable seating, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre- and post-shift work and record-keeping violations, including claims for violation of Labor Code Sections 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 227, 227.3, 233, 245 *et seq.* 510, 511, 512, 516, 517, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, provisions of the Wage Orders that are analogous to such Labor Code

provisions, all claims and theories arising under Labor Code Section 2802 with the exception of claims set forth in Paragraph 5.2.1 below, as well as claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on the factual allegations that are stated in the Operative Complaint or LWDA letters in Plaintiffs' actions, or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. The Class and PAGA Releases exclude all other claims including claims set forth in Paragraph 5.2.1 and claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA period.

5.2.1 The release shall not include any Labor Code section 2802 claims released by Class Members in connection with the following actions: *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los Angeles Sup. Ct. Case No. 23STCV04104), *Uribe, et al. v. Southern California Permanente Medical Group* (Los Angeles Sup. Ct. Case No. 22STCV11259), and *LeDoux v. The Permanente Medical Group, Inc.* (Alameda County Sup. Ct. Case No. 22CV019164).

5.3 *Release by FLSA Subclass Members:* FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

5.4 *Release by Aggrieved Employees:* All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the in the Operative Complaint or PAGA Notices that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph.

6. **MOTION FOR PRELIMINARY APPROVAL.** Upon full execution of the Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a

class action settlement within 30 calendar days and will share their draft for comments by Defense Counsel at least 5 business days before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval to be filed in the *Morris* Action, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)(1)(A))), Operative Complaint (Lab. Code, § 2699, subd. (s)(1)), this Agreement (Lab. Code, § 2699, subd. (s)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

- 6.1 *Responsibilities of Counsel.* Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.2 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement or 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 have verified that, as a condition of appointment, that ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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 *Notice to Class Members.*
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 21 calendar days after receipt of the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the total dollar amount of any Individual Class Payment, Individual FLSA Payment, and Individual PAGA Payment payable to the Class Member, and the number of Workweeks and Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than five business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.4.5 If the Administrator, Defendant, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously

confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, then such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 *Requests for Exclusion (Opt Outs).*

- 7.5.1 Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified by the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, then the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraphs 5.2 through 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for and will receive an Individual PAGA Payment.

7.6 *Challenges to Calculation of Pay Periods and/or Workweeks.* Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days

for Class Members whose Class Notice is re-mailed) to challenge the number of Pay Periods and/or Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any convincing contrary documentation, the Administrator is entitled to presume that the number of Pay Periods and/or Workweeks contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods and/or Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 *Objections to Settlement.*

7.7.1 Only Participating Class Members may object to the class action components of the Settlement or this Agreement, including contesting the fairness of the Settlement, the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 *Website, Email Address, and Toll-Free Number.* The Administrator will establish and maintain an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order and the Judgment. The Administrator will include on the website page an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator will maintain the website and both monitor and respond to emails and calls from Class Members after

disclosure to the attorneys from both sides and after consultation with the attorneys from both sides.

- 7.8.2 *Requests for Exclusion (Opt Outs) and Exclusion List.* The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); and (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion.
- 7.8.3 *Weekly Reports.* The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received or resolved, and checks mailed for Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments (“Weekly Report”). The Weekly Reports will provide the Administrator’s assessment of the validity of Requests for Exclusion.
- 7.8.4 *Workweek and/or Pay Period Challenges.* The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of qualifying Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 *Administrator’s Declaration.* Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections, and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 *Final Report by Settlement Administrator.* Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its

disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 7.9 **ESCALATOR CLAUSE.** The Settlement is based on a Workweek estimate of approximately 5,668,385 Workweeks. In the event the number of Workweeks worked by the Class Members during the Class Period increases by more than 10%, or 6,235,223 then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 6,235,223 multiplied by the Workweek value. The Workweek value shall be calculated by dividing the Gross Settlement Amount by 5,668,385 Workweeks. The Parties agree that the Workweek value is \$2.00 ($11,350,000.00 / 5,668,385$ Workweeks). Thus, for example, should there be 6,300,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$129,554 ($[6,300,000 \text{ Workweeks} - 6,235,223 \text{ Workweeks}] \times [\$2/\text{Workweek}]$). Defendant may elect to not contribute more and keep the covered Workweeks capped at 6,235,223. Should Defendant elect to cap the Workweeks at 6,235,223 and not contribute more to the Gross Settlement Amount, the Class Period will close on the date the Workweeks reach 6,235,223.
8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 2% of the total of all Class Members, then Defendant may, but need not, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, having no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of their election to withdraw not later than 30 calendar days after expiration of the opt-out period; late elections will have no effect on Defendant's right to withdraw.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s)(2), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously confer, in good faith, to resolve any suggestions made by Defendant concerning the Motion for Final Approval.
- 9.1 *Response to Objections.* Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 *Duty to Cooperate.* If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. Any decision by the Court to award less than the

amounts requested for the Class Representative Service Payments, for Class Counsel Fees Payment, for Class Counsel Litigation Expenses Payment, or for Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 9.3 *Continuing Jurisdiction of the Court.* The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.
- 9.4 *Waiver of Right to Appeal.* Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. This waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, then the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5 *Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment.* If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be voidable. If a reviewing Court vacates, reverses or modifies the Judgment in a matter that requires a material modification of this Agreement, the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
- 10. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
- 11. ADDITIONAL PROVISIONS.**
- 11.1 *No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.* This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any allegation in the Operative Complaint has 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 Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2 *Confidentiality Prior to Preliminary Approval.* Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3 *No Undue Publicity.* Neither Plaintiffs nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion as to the existence of this Agreement or its terms in any advertising/marketing materials or any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendant's approval, which shall not be unreasonably withheld. This provision does not apply to any publications ordered by the Court.

- 11.4 *No Solicitation.* The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.5 *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.
- 11.6 *Attorney Authorization.* Class 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.
- 11.7 *Cooperation.* The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 11.8 *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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.9 *No Tax Advice.* Neither Plaintiffs, Class 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.
- 11.10 *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.
- 11.11 *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.12 *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.

- 11.13 *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.
- 11.14 *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.
- 11.15 *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.
- 11.16 *Notice.* All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio
Mitchell Murray
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com
mitchell@jameshawkinsaplc.com

HAFFNER LAW PC
Joshua H. Haffner
jhh@haffnerlawyers.com
Alfredo Torrijos
at@haffnerlawyers.com
Trevor Weinberg
tw@haffnerlawyers.com

15260 Ventura Blvd., Suite 1520
Sherman Oaks, California 91403
Telephone:(213) 514-5681
Facsimile:(213) 514-5682

To Defendant:

SEYFARTH SHAW LLP
Christian J. Rowley
crowley@seyfarth.com
Kerry Friedrichs
kfriedrichs@seyfarth.com
Elizabeth MacGregor
emacgregor@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

- 11.17 *Execution in Counterparts.* This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.18 *Stay of Litigation.* The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

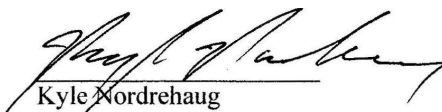
FOR PLAINTIFFS AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

Dated: 03/19/2025


Erica Morris (Mar 19, 2025 11:08 PDT)

Plaintiff/Class Representative Erica Morris

Dated: 3/19/25


Kyle Nordrehaug

Class Counsel BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

Dated: 03/19/25 _____


Plaintiff/Class Representative Yolanda Ortega-Calbert

Dated: 03/20/25 _____

.

Plaintiff/Class Representative Maribel Blandino

Dated: 03/19/2025 _____


Class Counsel JAMES HAWKINS APLC

Dated: _____

Plaintiff/Class Representative Doretha Hughes

Dated: _____

Class Counsel HAFFNER LAW PC

FOR DEFENDANT:

Dated: _____

For Defendant The Permanente Medical Group, Inc.

Dated: _____

Defendant's Counsel Christian J. Rowley (as to form only)

Dated: _____

Plaintiff/Class Representative Yolanda Ortega-Calbert

Dated: _____

Plaintiff/Class Representative Maribel Blandino

Dated: _____

Class Counsel JAMES HAWKINS APLC

Dated: 03/21/20~~20~~25

DocuSign (Mar 21, 2025 16:21 PDT)

Plaintiff/Class Representative Doretha Hughes

Dated: 3/21/25



Class Counsel HAFFNER LAW PC

FOR DEFENDANT:

Dated: _____

For Defendant The Permanente Medical Group, Inc.

Dated: _____

Defendant's Counsel Christian J. Rowley (as to form only)

Dated: _____

Plaintiff/Class Representative Yolanda Ortega-Calbert

Dated: _____

Plaintiff/Class Representative Maribel Blandino

Dated: _____

Class Counsel JAMES HAWKINS APLC

Dated: _____

Plaintiff/Class Representative Doretha Hughes

Dated: _____

Class Counsel HAFFNER LAW PC

FOR DEFENDANT:

Dated: 3/24/2025

Priya Smith

For Defendant The Permanente Medical Group, Inc.

Dated: March 24, 2025



Defendant's Counsel Christian J. Rowley (as to form only)

EXHIBIT A

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

Morris v. The Permanente Medical Group, Inc.,
Sacramento County Superior Court, Case No. 34-2022-00332012

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

You may be eligible to receive money from the settlement of an employee class action lawsuit ("Action") against Defendant The Permanente Medical Group, Inc. ("TPMG" or "Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes (collectively, "Plaintiffs" and "Class Representatives") and seeks payment of wages, damages, and equitable relief for a Class of all non-exempt persons who were employed by Defendant in the State of California at any time during the Class Period, defined as January 1, 2021 to December 31, 2024 ("Class Members"). The Settlement also includes an FLSA Subclass, composed of all non-exempt persons who were employed by Defendant in the State of California at any time during the FLSA Subclass Period, defined as January 1, 2021 to December 31, 2024 ("FLSA Subclass Members") and a claims for civil penalties under the Private Attorneys General Act ("PAGA") on behalf of all non-exempt persons who were employed by Defendant in the State of California at any time during the PAGA Period (October 24, 2021 through December 31, 2024) ("Aggrieved Employees").

The proposed Settlement has three main parts: (1) a Class Settlement requiring TPMG to fund Individual Class Payments to Class Members, (2) a FLSA Settlement requiring TPMG to fund Individual FLSA Payments to FLSA Subclass Members, and (3) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and Individual PAGA Payments to the Aggrieved Employees.

Based on TPMG's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding), your Individual FLSA Payment is estimated to be \$ [REDACTED], and your Individual PAGA Payment is estimated to be \$ [REDACTED].** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on TPMG's records showing that **you worked [REDACTED] workweeks during the Class Period and [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and

Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires TPMG to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against TPMG.

If you worked for TPMG during the Class Period you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, Individual FLSA Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims, Released FLSA Claims and Released PAGA Claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment or Individual FLSA Payment, but you will receive an Individual PAGA Payment. You will, however, preserve your right to personally pursue Class Period wage claims against TPMG.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment, Individual FLSA Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against TPMG that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is [DATE]. If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment or an Individual FLSA Payment. However, you will still receive an Individual PAGA Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. TPMG must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue claims covered by the PAGA Release (defined below).

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [DATE]. If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at 9:00 a.m., at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 23 before Judge Jill H. Talley. This hearing may change as explained below in Section 8. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks and/or Pay Periods Written Challenges Must be Submitted by [DATE]. If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day as a nonexempt TPMG employee in California during the Class Period (“Workweeks”). The amount of your Individual FLSA Payment depends on how many workweeks you worked at least one day as a nonexempt TPMG employee in California during the FLSA Subclass Period (“Workweeks”). The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day as a nonexempt TPMG employee in California during the PAGA Period (“PAGA Pay Periods”). The number of Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods you worked according to TPMG’s records is stated on the first page of this Notice. If you disagree with these numbers, you must challenge them by 60 days after Notice is sent. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs were TPMG employees during the Class Period. The Action accuses TPMG of violating California labor laws by failing to pay overtime wages, minimum wages, waiting time

penalties, earned wages, and reporting time pay, failing to provide meal periods, rest periods, itemized wages statements, sick pay, and notice of paid sick time; violating California's Unfair Competition Law; and owing penalties under the Private Attorneys General Act ("PAGA"). Plaintiffs are represented by attorneys in the Action: Blumenthal Nordrehaug Bhowmik De Blouw LLP, James Hawkins APLC, and Haffner Law PC (collectively, "Class Counsel.")

TPMG strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

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

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. TPMG Will Pay \$11,350,000 as the Gross Settlement Amount. TPMG has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. Assuming the Court grants Final Approval, TPMG will fund the Gross Settlement Amount not more than 21 calendar days after the Judgment entered by the Court become final. The Judgment will be final upon the expiration date of the time for filing or noticing an appeal of the Judgment, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$3,783,333.33 (one-third (1/3) of the Gross Settlement Amount) to Class Counsel Fees Payment and up to \$65,000 for Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment. Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 42.5% to

James Hawkins APLC; 42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and, 15% to Haffner Law PC.

- B. Up to \$80,000 (\$20,000 per Plaintiff) to Plaintiffs as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments.
- C. Up to \$220,000 as the Administration Expenses Payment to the Administrator for services administering the Settlement.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments to Participating Class Members based on their Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods. The Individual PAGA Payments will comprise 25% of the PAGA Penalties provided for by the Settlement, with the remaining 75% being distributed to the LWDA.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and TPMG are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment and Individual FLSA Payment to taxable wages ("Wage Portion") and two-thirds (2/3) in equal portions to settlement of claims for interest and penalties ("Interest and Penalties Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (TPMG will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Interest and Penalties Portion of the Individual Class Payments and the Individual FLSA Payments on IRS 1099 Forms. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms as well.

Although Plaintiffs and TPMG have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. Each Class Member's Individual Settlement Share will be provided to them in a single check. The front of every check issued for Individual Settlement Shares will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be

automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money - https://www.sco.ca.gov/upd_msg.html.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails this Notice, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline, which is **DATE**. (If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.) The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments or Individual FLSA Subclass Payments, but will receive Individual PAGA Payments, and will preserve their rights to personally pursue Class Period wage and hour claims against TPMG.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and TPMG have agreed that, in either case, the Settlement will be void: TPMG will not pay any money and Class Members will not release any claims against TPMG.
8. Administrator. Plaintiffs and TPMG have jointly selected ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and TPMG has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against TPMG or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Released Class Claims. All Participating Class Members shall fully release Defendant and the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. These Class and PAGA releases include claims under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, failure to pay or properly calculate overtime premiums, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to provide suitable seating, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre- and post-shift work and record-keeping violations, including claims for violation of Labor Code Sections 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 227, 227.3, 233, 245 *et seq.*, 510, 511, 512, 516, 517, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, provisions of the Wage Orders that are analogous to such Labor Code provisions, all claims and theories arising under Labor Code Section 2802 with the exception of claims set forth below, as well as claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on the factual allegations that are stated in the Operative Complaint or LWDA letters in Plaintiffs' actions, or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. The Class and PAGA Releases exclude 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, California class claims outside of the Class Period, and PAGA claims outside of the PAGA period. The release shall also not include any Labor Code section 2802 claims released by Class Members in connection with the

following actions: *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los Angeles Sup. Ct. Case No. 23STCV04104), *Uribe, et al. v. Southern California Permanente Medical Group* (Los Angeles Sup. Ct. Case No. 22STCV11259), and *LeDoux v. The Permanente Medical Group, Inc.* (Alameda County Sup. Ct. Case No. 22CV019164).

The FLSA Subclass Members who negotiate their check will be bound by the following release:

Released FLSA Claims. FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement." Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law.

The Aggrieved Employees will be bound by the following release:

Released PAGA Claims. All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the Operative Complaint or PAGA Notices that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Net Settlement Share. The Administrator will calculate a Class Member's Individual Settlement Share by adding together a Class Member's Individual Class Payment, Individual FLSA Payment, and Individual PAGA Payment.
 - A. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's Workweeks during the Class Period, divided by (ii) the total Workweeks of all Participating Class Members during the Class Period.
 - B. Individual FLSA Payments. The Administrator will calculate Individual FLSA Payments as follows: Each FLSA Subclass Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the Participating FLSA Subclass Member's attributed Workweeks during the FLSA Subclass Period, divided by (ii) the total Workweeks of all Participating FLSA Subclass Members during the FLSA Subclass Period. The FLSA Settlement Fund shall not exceed Two Hundred Thousand Dollars (\$200,000).
 - C. Individual PAGA Payments. \$56,250 has been allocated to the Individual PAGA Payments. The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Class) who worked for Defendant at any time during the PAGA Period, based on their proportional number of PAGA Pay Periods. The Administrator will calculate Individual PAGA Payments as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual Pay Periods worked during the PAGA Period in relation to the total Pay Periods worked by all Aggrieved Employees during the PAGA Period.
2. Workweek and/or Pay Period Challenges. The number of Workweeks and PAGA Pay Periods you worked, as recorded in TPMG's records, are stated in the first page of this Notice. You have until 60 days after this Notice is sent, and if a Notice is returned as undeliverable and resent, this deadline is extended by 14 days, to challenge the number of Workweeks and/or PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept TPMG's calculation of Workweeks and Pay Periods based on TPMG's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator

will resolve Workweek and PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TPMG's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) containing their Individual Class Payment, Individual FLSA Payment, and/or Individual PAGA Payment. Non-Participating Class Members will receive, by U.S. mail, a single check containing their Individual PAGA Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Morris v. The Permanente Medical Group, Inc.*, Case No. 34-2022-00332012, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE]** (if a Notice is returned as undeliverable and resent, this deadline is extended by 14 days), **or it will be invalid.** A request for exclusion may be sent to the Administrator via mail, email or fax. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and TPMG are asking the Court to approve. At least 16 days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 34-2022-00332012.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and or Fees, Litigation Expenses and Service Payments may wish to object, for

example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** (If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.) Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Morris v. The Permanente Medical Group, Inc.*, Case No. 34-2022-00332012, and include your name, current address, telephone number, and approximate dates of employment for TPMG and sign the objection. Written objections may be sent to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at 9:00 a.m. in Department 23 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Jill H. Talley. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's zoom appearance platform. Check the Court's tentative ruling website the day before at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> for the most current information on how to appear for this hearing

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website << [REDACTED] >> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything TPMG and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at „_____>> where these documents will be posted as they are available. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Number for the Action, Case No. 34-2022-00332012. If you wish to view the Court files in person, you may go to the Clerk's Office at Room 102, 720 9th Street, Sacramento, CA 95814.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
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JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio
Mitchell Murray
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com
mitchell@jameshawkinsaplc.com

Settlement Administrator:

ILYM Group
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____
Settlement Website: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check and your check has not already been cashed. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds - https://www.sco.ca.gov/upd_msg.html.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

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Admitted: 2020, California

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Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. 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 County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

June 29, 2022

CA2634

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

The Permanente Medical Group, Inc.
Certified Mail #70220410000153344055
Karen A. Hall
1950 Franklin Street, 20th Floor
Oakland, CA 94612

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 1 1070(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 The Permanente Medical Group, Inc. in California, including any employees staffed with The Permanente Medical Group, Inc. by a third party, and classified as non-exempt employees during the time period of June 29, 2021 until a date as determined by the Court. Our offices represent Plaintiff Erica Morris (“Plaintiff”) and other Aggrieved Employees in a lawsuit against The Permanente Medical Group, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee since 2008 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 Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks (at the correct rate of pay), and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff 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 Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff 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 Plaintiff 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 Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the 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 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 PLAINTIFF and the 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). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

HAFFNER LAW PC
15260 VENTURA BLVD., SUITE 1520
SHERMAN OAKS, CA 91403
Phone: (213) 514-5681
Fax: (213) 514-5682

August 28, 2023

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

**California Labor and Workforce
Development Agency**
PAGA Claim Notice Filed Online

The Permanente Medical Group
1950 Franklin Street, 18th Fl.
Oakland, California 94612

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE
SECTION 2699.3

To: The California Labor and Workforce Development Agency, The Permanente Medical Group

From: Doretha Hughes, on behalf of herself and on behalf of all current and/or former nonexempt California employees of The Permanente Medical Group for violations of the California Labor Code.

To Whom It May Concern:

We have been retained by the above referenced employee to seek compensation and all other available relief on her behalf, and all those similarly situated, who have been injured by violations of the above referenced Labor Code sections.

Factual Statement:

Doretha Hughes (“Claimant”), on behalf of herself and similar current and former employees of The Permanente Medical Group (“Kaiser”). Claimant worked for Kaiser as a radiology technology aid until October 2022. During the course of Claimant’s employment, Kaiser failed to pay its employees for all time worked at the proper minimum or overtime rate, failed to provide proper meal and rest breaks, or pay proper premiums for missed breaks, failed to reimburse business expenses, and engaged in numerous over Labor Code Violations, which deprived the class of wages and other moneys. Kaiser’s conduct violated, among other statutes, Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 1194, as well as IWC Wage Order No. 4-2001. Claimant intends to bring an action against Kaiser under the Private Attorney General Act (“PAGA”) to recover wages and penalties as provides by California law¹.

¹ Without limitation, Claimant, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes, each of the following, as is set forth in Labor Code Section 2699.5, which states:

The provisions of [subdivision \(a\) of Section 2699.3](#) apply to any alleged violation of the following provisions: [subdivision \(k\) of Section 96](#), [Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209](#), and [212, subdivision \(d\) of Section 213](#),

Theories of Labor Code Violations and Remedies:

Claimant was employed as a radiology technology aid by Kaiser. Kaiser, paid Claimant and similarly situated workers on an hourly basis, and the workers received nondiscretionary performance bonuses. Kaiser did not provide Claimant and other workers with timely meal and rest breaks.

Claimant and the class she seeks to represent were also at all times entitled to payment of overtime and double time wages. Claimant and other workers worked over eight hours per day and/or over 40 hours per week, without receiving overtime pay at their regular rate of compensation. Therefore, Claimant and the proposed class are entitled to recover wages and/or penalties as provided by Labor Code Sections 510, 1194, and Wage Order No. 4-2001.

Claimant and the class she seeks to represent were also at all times entitled to payment of minimum wages. Kaiser failed to pay minimum wages to Claimant and all other similarly situated employees as required by Labor Code sections 1194 and 1194.2, and Industrial Welfare Commission Wage Orders 9-2001. Therefore, Claimant and the proposed class are entitled to recover wages and/or penalties as provided by Labor Code Section 1197.1 and IWC Wage Orders 2-2001.

Claimant was at all times entitled to uninterrupted, timely meal periods or compensation in lieu thereof. Kaiser failed to provide timely meal periods, free of Defendants' control, for Claimant and all other similarly situated employees as required by Labor Code Section 226.7 and IWC Wage Orders 9-2001. Furthermore, since Kaiser did not provide Claimant and others similarly situated their timely meal period free of Defendants' control in violation of Labor Code Section 226.7, Claimant seeks wages of one additional hour of pay as permitted by Labor Code Section 226.7(c) as well as all available penalties as set forth in Labor Code Section 2699(f).

Claimant was at all times entitled to paid rest breaks. Kaiser failed to compensate Claimant and all other similarly situated employees for rest breaks, as required by Labor

Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Code Section 226.7, Labor Code Section 512, and IWC Wage Orders 9-2001(11). Therefore, Claimant and the proposed class are entitled to recover wages and/or penalties as provided by Labor Code Section 558 and IWC Wage Orders 9-2001(20). Furthermore, since Kaiser required Claimant and others similarly situated to work during their rest breaks in violation of Labor Code Section 226.7(b), Claimant seeks wages of one hour of pay as permitted by Labor Code Section 226.7(c), as well as all available penalties as set forth in Labor Code Section 2699(a) or (f).

Kaiser failed to reimburse Claimant and other similarly situated workers for business expenses, including but not limited to, cell phone use, CPR training, travelling expenses such as gas, meals during double shifts, and uniforms. Kaiser failed to provide accurate wage statements as required by Labor code Section 203. Kaiser also failed to pay all wages every pay period in violation of Labor Code Section 204.

Claimant and all other similarly situated workers are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code Section 1194 and other penalties, as permitted by Labor Code Section 2699, Labor Code Section 210, and waiting time penalties for former employees, pursuant to Labor Code Section 203.

If you have any questions, please call me.

Very Truly Yours,

HAFFNER LAW PC

A handwritten signature in black ink, appearing to read 'T. Weinberg', is written over the printed name.

Trevor Weinberg

EXHIBIT #4