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

13 **IN AND FOR THE COUNTY OF SAN MATEO**

14 CHAMARIE SPEARS, an individual,
15 and KATHLEEN LEONARD, an
16 individual on behalf of herself and on
17 behalf of all persons similarly situated,

18 Plaintiffs,

19 vs.

20 VITALANT, a Corporation; and DOES
21 1 through 50, inclusive,

22 Defendants.

CASE No. 22-CIV-03291

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

Hearing Date: July 25, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated March 22, 2024]

Judge: Hon. Susan L. Greenberg

Dept.: 3

Action Filed: September 27, 2022

Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs ChaMarie Spears and Kathleen Leonard (“Plaintiffs”) in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein. This declaration is being submitted in support to the Plaintiffs’ motion for final
7 approval of the class settlement, including attorneys’ fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Vitalant

1 (“Defendant”) reached a full and final settlement of the above-captioned action, which is embodied in
2 the Agreement filed concurrently with the Court. As consideration for this Settlement, the Total
3 Settlement Amount to be paid by Defendant is Two Million Dollars (\$2,000,000). (Agreement at ¶¶ 1.25
4 and 3.1.) Under the Settlement, the Total Settlement Amount consists of the following elements: (1)
5 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees
6 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the
7 Class Representative Service Payment to Plaintiff; and (5) the PAGA Penalties. (Agreement at ¶ 3.1.)

8 (b) The Total Settlement Amount does not include Defendant’s share of payroll taxes.
9 (Agreement at ¶ 3.1.) The Total Settlement Amount shall be all-in with no reversion to Defendant.
10 (Agreement at ¶ 3.1.)

11 (c) Within fifteen (15) days of the Effective Date, Defendant shall deposit the Total Settlement
12 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
13 Participating Class Members along with the other Court-approved distributions shall be made by the
14 Administrator within fourteen (14) days after Defendant funds the Total Settlement Amount. (Agreement
15 at ¶ 5.1.)

16 (d) The amount remaining in the Total Settlement Amount after the deduction of Court-approved
17 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
18 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
19 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
20 Members. (Agreement at ¶¶ 1.28 and 3.2.) First, for the Participating FCRA Class Members, the
21 allocation of payment of the Individual FCRA Class Payments will be \$17.50 per person for what is
22 estimated to be approximately 3,567 persons for an approximate total of \$62,422.50. (Agreement at ¶
23 3.2(e).) Second, from the Net Settlement Amount, the Individual Class Payment for each Participating
24 Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of
25 Workweeks worked by all Participating Class Members during the California Class Period and (b)
26 multiplying the result by each Participating Class Member’s Workweeks during the California Class
27 Period. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendant’s records, however, Class
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1 Members will have the right to challenge the number of Workweeks.

2 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
3 the Court by mailing the notice packets after updating class members' addresses using the National
4 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
5 to any forwarding address provided or updated address located. Declaration of Nicole Bench ("Bench
6 Decl.") ¶¶ 3-7. Class Members were provided with the opportunity to exclude themselves or "opt out"
7 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Bench Decl. ¶ 7, Exh.
8 A. Significantly, there have been no objections and only thirteen (13) requests to opt-out, of which only
9 one was from the California Class and twelve from the FCRA Class. Bench Decl. ¶¶ 11-12. As such,
10 nearly the entire Class (99.7%) will participate in the Settlement and will be sent a settlement check. *See*
11 Bench Decl. at ¶¶ 15-16. All Aggrieved Employees, including those who submit an opt-out request, will
12 still be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA
13 Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the
14 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
15 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

16 (f) A Participating Class Member must cash his or her Individual Class Payment check within
17 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
18 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
19 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
20 requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

21 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
22 (Agreement at ¶ 1.2) From the Total Settlement Amount, the Administrator will be paid for settlement
23 administration in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(c).) As set forth in the Bench
24 Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date, as well
25 as anticipated fees and costs for completion of the settlement administration, are \$33,495.

26 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
27 not to exceed one-third of the Total Settlement Amount, as the Class Counsel Fees Payment. (Agreement
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1 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
2 Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).) Subject to
3 Court approval, the Agreement provides for a payment of no more than \$12,500 each to the Plaintiffs as
4 the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate motion
5 for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
6 support, for these requests, including lodestar.

7 (i) Subject to Court approval, the PAGA Payment will be paid from the Total Settlement Amount
8 for settlement of all claims for civil penalties under the California Private Attorneys General Act, Cal.
9 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Payment is \$50,000. (Agreement at ¶¶ 1.36
10 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be
11 allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA")
12 as its share of the civil penalties (LWDA PAGA Payment) and 25% allocated to the Individual PAGA
13 Payments to be distributed to the PAGA Members based on the number of their respective PAGA Pay
14 Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been
15 served with this motion and the Agreement.

16 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
17 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
18 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
19 at \$2,000,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
20 that liability and class certification in this case were far from certain in light of the defenses asserted by
21 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
22 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
23 reasonable and adequate, and should be finally approved.

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25 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
26 dated March 22, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
27 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. . On April 25,
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2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. See Declaration of Nicole Bench ["Bench Decl."], ¶ 7, Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections and only thirteen (13) requests to opt-out, of which only one was from the California Class and twelve from the FCRA Class. Bench Decl. ¶¶ 11-12. As such, nearly the entire Class (99.7%) will participate in the Settlement and will be sent a settlement check. *See* Bench Decl. at ¶¶ 15-16

5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement for required expenses, were not provided accurate itemized wage statements, were not paid sick wages at the correct rate, were not paid all wages at the time of termination, and were not provided with proper disclosures and authorizations that complied with the Fair credit Reporting Act ("FCRA"). The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

6. Procedural History of the Litigation

(a) On June 29, 2022, Plaintiff Spears filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of PAGA Members for various Labor Code violations.

(b) On August 11, 2022, Plaintiff Spears filed a class action Complaint against Defendant in the Superior Court of the State of California, County of San Mateo. This class action Complaint asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et

1 seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and
2 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198;
3 (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure
4 to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse
5 employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide
6 accurate itemized wage statements in violation of California Labor Code § 226;(8) failure to pay sick
7 wages in violation of California Labor Code §§201-204, 233, 246; (9) violation of the Fair Credit
8 Reporting Act for failure to make proper disclosures [15 U.S.C. § 1681, et seq.]; and, (10) violations of
9 the Fair Credit Reporting Act for failure to obtain proper authorization [15 U.S.C. § 1681, et seq.]. On
10 October 31, 2022, Defendant removed the Class Action to the United States District Court for the
11 Northern District of California, Case No. 3:22-cv-06711-VC. On September 14, 2022, Plaintiff Spears
12 filed a separate Representative Action Complaint against Defendant in the Superior Court of the State
13 of California, County of San Mateo (the "PAGA Action"), alleging one cause of action for Civil Penalties
14 Pursuant to Labor Code § 2699, et seq. for various alleged wage and hour violations of Labor Code
15 including, but not limited to, the following: Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221,
16 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
17 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the Applicable Wage Orders.

18 (c) As part of this Settlement, the Parties agree to stipulate to remand of the Class Action to State
19 Court and then stipulate to the filing of a First Amended Class Action and Representative Action
20 Complaint that adds the claims and parties from the PAGA Action into the first-filed Class Action in state
21 court. On June 13, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint in
22 the Action, which also added Plaintiff Leonard as a named plaintiff. The First Amended Class Action
23 and Representative Action Complaint is the operative complaint in the Action (the "Operative
24 Complaint").

25 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
26 informal discovery, and the production of documents, class data, and other information, allowing for the
27 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
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1 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch
2 data for the class covering 924 employees, 263,407 and 59,495 workweeks; (3) Defendant's wage and
3 hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided
4 by Defendant. As such, Class Counsel received the data and information for the Class, which was
5 sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class

6 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
7 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
8 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
9 engaged in significant research and investigation in connection with the Action. Class Counsel has
10 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
11 to perform an analysis of the data and valuation of the claims

12 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
13 to mediation, the Parties engaged in the above investigation and the exchange of documents and
14 information in connection with the Action. On April 28, 2023, the Parties participated in an all-day
15 mediation presided over by David A. Rotman, Esq., a respected and experienced mediator of wage and
16 hour class actions. Following the mediation, each side, represented by its respective counsel, were able
17 to agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum
18 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the
19 Agreement. At all times, the negotiations were arm's length and contentious

20 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
21 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
22 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
23 among other things, that it has complied at all times with the California Labor Code, applicable Wage
24 Order, and all other laws and regulations. Further, Defendant contends that class certification is
25 inappropriate for any reason other than for settlement. Plaintiffs contends that Defendant violated
26 California wage and hour laws. Plaintiffs further contends that the Action is appropriate for class
27 certification on the basis that the claims meet the requisites for class certification. Without admitting that
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1 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
2 purposes only. (Agreement at ¶ 2.12.) The Parties agree that certification for settlement purposes is not
3 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
4 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
5 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
6 with respect to the Class are satisfied.

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

19 20 7. History of Settlement Discussions

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

27 (b) The Parties attended an arms-length mediation session with David A. Rotman, Esq., a
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1 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
2 preparation for the mediation, Defendant provided to Plaintiffs and Class Counsel payroll and
3 employment data and other information regarding the Class Members, various internal documents, and
4 other compensation and employment-related materials. Class Counsel analyzed the data with the
5 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
6 mediator. Following this all-day mediation, the Parties agreed to this Settlement based upon a mediator's
7 proposal.

8 (c) From May 2023 to August 2023, the settlement agreement and exhibits thereto were
9 finalized and executed. On March 21, 2024, the Court granted the Motion for Preliminary Approval, and
10 entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class on
11 March 22, 2024.

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

14
15 8. The outcome of this case would have been uncertain and fraught with risks.

16 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
17 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
18 applicable Labor laws. Defendant argued that Class Members were paid for all time worked, that all work
19 time was properly recorded, and that any rounding was facially neutral and was lawful at the time.
20 Defendant contends that its meal and rest period policies fully complied with California law and
21 Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant
22 could argue that its payment of significant meal period premiums is evidence of lawful practices.
23 Defendant contends that there was no failure to pay for business expenses and any cell phone usage was
24 merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant
25 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
26 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
27 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good faith
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1 and without willfulness, which if accepted would negate the claims for waiting time penalties and/or
2 inaccurate wage statements. As to FCRA claim, Defendant argued that its forms complied with FCRA
3 in all respects. *Coleman v. Kohl's Dep't Stores, Inc.*, 2015 U.S. Dist. LEXIS 135746, *17 (N.D. Cal.
4 2015) (holding a release in a separate document does not violate FCRA); *Luna v. Hansen & Adkins Auto*
5 *Transp., Inc.*, 2018 U.S. Dist. LEXIS 100055, *18-*19 & n.6 (C.D. Cal. 2018). Finally, the court may
6 find remitter/reduction of the statutory damages appropriate. *See e.g. Klingensmith v. Max & Erma's*
7 *Restaurants, Inc.*, 2007 U.S. Dist. LEXIS 81029, 2007 WL 3118505, at *5 (E.D.Pa. 2007). If successful,
8 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs
9 believe that these defenses could be overcome, Defendant maintains these defenses have merit and
10 therefore present a serious risk to recovery by the Class.

11 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
12 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
13 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
14 propriety of class certification, arguing that individual issues precluded class certification. Further, as
15 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
16 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
17 been certified. While other cases have approved class certification in wage and hour claims, class
18 certification in this action was hotly disputed and the maintenance of a certified class through trial was
19 by no means demonstrated by the decision in *Duran*, the complexities and duration of further litigation
20 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
21 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
22 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
23 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
24 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
25 and length of a trial against Defendant through possible appeals which could take at least another two or
26 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
27 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
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1 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
2 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
3 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
4 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
5 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

6 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
7 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
8 which discussed the value of the class claims in detail, the Total Settlement Amount compares favorably
9 to the value of the claims. Based upon 1,211 California Class Members who collectively worked 125,637
10 Workweeks, the Total Settlement Amount provides an average value of \$1,651 per California Class
11 Member and \$15 per Workweek and after deductions the Net Settlement Amount provides an average
12 recovery of \$943.53 per California Class Member and a recovery of \$9.09 per Workweek. The
13 calculations to compensate for the amount due for the Class at the time of the mediation were calculated
14 by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,
15 Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the employees.
16 For the California Class, maximum potential damages were calculated to be \$78,442 for the alleged
17 unpaid wages due to rounding practices which ended in October 2020, \$3,130,235 for the alleged unpaid
18 wages due to alleged off-the-clock work at 10 minutes per shift, \$828,971 for alleged meal period
19 damages based upon a 16.7% potential violation rate for shifts worked and after deducting the meal
20 premiums (\$1,339,827) actually paid by Defendant, \$2,354,409 for alleged rest period damages based
21 upon the same potential 16.7% violation rate observed for meal periods, \$795,930 for alleged
22 unreimbursed business expenses for personal cell phone usage at \$30 per month. As a result, the total
23 damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount
24 of \$7,187,986. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were
25 a maximum of between \$1,277,620 and \$4,435,375, depending on the predicate violation giving rise to
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1 the penalty, and potential maximum wage statement penalties were \$2,072,950.¹ Defendant vigorously
2 disputed Plaintiffs' calculations and exposure theories. Consequently, the Total Settlement Amount of
3 \$2,000,000, after deducting the \$62,422.50 allocated to FCRA payments, represents more than 26% of
4 the maximum value of the alleged damages at issue in this case at the time this Settlement was
5 negotiated.² The above maximum calculations should then be adjusted in consideration for both the risk
6 of class certification and the risk of establishing class-wide liability on all claims. As to the FCRA Class,
7 FCRA provides for statutory damages of \$100 to \$1,000 per willful violation. 15 U.S.C. § 1681n. This
8 means the maximum value of the FCRA claim for the 3,567 individuals in the FCRA Class is between
9 \$356,700 and \$3,567,000. In this Settlement, the allocation is \$17.50 for each Participating FCRA Class
10 Member. A comparison of approved FCRA settlements involving similar facts further confirms the
11 reasonableness of this Settlement. In *Greco v. Selection Mgmt. Sys.*, San Diego County Superior Court,
12 a FCRA settlement of \$11.97 per class member was approved; in *Fernandez v. Home Depot USA, Inc.*,
13 United States District Court C.D. Cal., a FCRA settlement of \$12.71 per class member was approved;
14 and in *Aceves v. Autozone, Inc.*, United States District Court C.D. Cal., a FCRA settlement of \$20 per
15 class member was approved.³ Here, the Settlement allocation of \$17.50 per FCRA Class Member is

17 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
18 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
19 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
20 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
21 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
22 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
as to whether and when the wages were due."). Importantly, the recent decision that good faith belief
of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024),
could completely negate the claims for waiting time and wage statement penalties, even if wages were
owed to the class.

23 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
24 Plaintiffs did not include the PAGA claim in this discussion of the value of the class claims. The
25 PAGA claim was addressed in the Declaration of Nordrehaug at ¶33 filed in support of the Motion for
Preliminary Approval.

26 ³ *See also Moore v. Aerotek, Inc.*, 2017 WL 2838148, at *4 (S.D. Ohio 2017) (per-capita gross
27 recovery of \$25 in FCRA case); *Aceves v. Autozone Inc.*, No. 5:14-cv-2032, ECF No. 58 (C.D. Cal.
2016) (approval of FCRA settlement with gross recovery of \$20 per class member); *Patrick v. Interstate*
28 *Mgmt. Co., LLC*, No. 8:15-cv-1252, ECF No. 42 (M.D. Fla. 2016) (approval of FCRA claim where class

1 certainly fair and reasonable given the prior approved FCRA settlements. Given the amount of the
2 settlement as compared to the potential value of claims in this case and the defenses asserted by
3 Defendant, this settlement is fair and reasonable.⁴ Clearly, the goal of this litigation has been met.

4 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
5 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
6 defenses both to liability and to class certification. The FCRA Class Member will each get \$17.50 and
7 the maximum and average California Class Member allocation (in addition to their Individual PAGA
8 Payment) are \$2,364.61 and \$943.53, respectively. *See* Bench Decl. ¶16. Given the complexities of this
9 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
10 reasonable and adequate, and should be finally approved..

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

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

18 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should

19
20
21 members received \$9 each); *Landrum v. Acadian Ambulance Serv., Inc.*, No. 14-cv-1467, ECF No. 37
(S.D. Tex. 2015) (approval of FCRA disclosure settlement of \$10 per person).

22 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
27 *Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
28 a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 Be Enforced

2 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
3 fund settlement to be paid by Defendant to the Class in the amount of Two Million Dollars (\$2,000,000).
4 (Agreement at ¶¶ 1.25 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees
5 equal to one-third (1/3) of the Total Settlement Amount as the Class Counsel Fees Payment. (Agreement
6 at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees
7 Payment in an amount equal to one-third of the Total Settlement Amount.

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

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

18
19 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
20 Created for the Benefit of the Class

21 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
22 of the Total Settlement Amount of \$2,000,000, which equals \$666,666 for attorneys' fees. As part of
23 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
24 incurred as per Class Counsel's billing statement in an amount not to exceed \$20,000. Finally, Defendant
25 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of
26 \$12,500 each, as their service award under the Agreement.

27 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
28

1 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
2 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
3 providing these substantial benefits should be paid an award equal to the amount negotiated in private
4 bargaining that takes place in the legal market place.

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

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

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

26 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
27 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
28

1 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
2 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
3 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
4 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
5 to invest substantial time and resources in investigation, litigation, the determination of potential damages
6 and communicating with and responding to opposing counsel's and class members' requests and
7 inquiries.

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

12 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
13 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
14 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
15 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
16 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
17 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
18 Counsel advanced more than \$31,000 in costs which could not have been recovered if this case had been
19 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiffs
20 also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other
21 potential negative financial ramifications from having sued Defendant on behalf of the Class.
22 Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs
23 also support the requested awards.

24 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
25 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
26 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$666,666 is
27 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
28

1 records for Class Counsel evidence that through July 1, 2024, Class Counsel's total lodestar is
2 \$330,983.75, with significant additional fees still to be incurred to complete final approval and the
3 settlement process. (Blumenthal Decl. at ¶12 and Exhibits #3 and 4.) The requested fee award is
4 therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of 2, and there
5 will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
6 settlement distribution and reports. Such a multiplier is within the range of multipliers approved in other
7 cases such as *Laffitte* and *Vizcaino*.⁵ As evidenced by the billing, Class Counsel's work was efficiently
8 performed and highly successful, and Class Counsel should not be punished for efficient and successful
9 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
10 justified under California law.⁶

11 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
12 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
13 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
14 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
15 Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if counsel is not
16

17 ⁵ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
18 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
19 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
20 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
21 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
22 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
23 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

24 ⁶ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
25 have been approved by Court's throughout California, including the Courts in the Superior Court of
26 California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
27 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
28 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct
MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
2 discouraged from prosecuting similar cases.

3 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
4 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
5 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
6 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
7 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
8 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
9 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
10 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
11 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
12 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
13 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
14 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
15 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
16 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
17 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
18 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
19 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
20 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
21 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
22 Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
23 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
24 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
25 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
26 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
27 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
28

September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement.

12. **The contemporaneous billing records for Class Counsel evidence that through July 1, 2024, Class Counsel's total lodestar is \$330,983.75**, with significant additional fees still to be incurred to complete final approval and the settlement process. From May 2, 2022 to July 1, 2024, my firm worked on this matter for over 403 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$330,983.75. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of 2, and

1 there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage
2 the settlement distribution and reports. A detailed breakdown of the total fees and the services performed
3 by the firm on this case is attached hereto as Exhibits #3 and 4.⁷ In addition, Class Counsel will be
4 performing significant additional work that is not included in this lodestar amount, including finalizing
5 the final approval motion, attending the hearing on final approval, and monitoring completion of the
6 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
7 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
8 community for similar work and, if this were a commercial matter, these are the charges that would be
9 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
10 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
11 Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
12 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
13 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
14 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
15 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
16 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
17 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
18 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
19 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other
20 firms practicing in the Southern District of California.) This survey is useful to show that Class
21 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
22 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
23 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
24 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
25 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
26

27 ⁷ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
28 inception to June 2022, and Exhibit #4 contains the billing from June 2022 to July 1, 2024.

1 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
2 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
3 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
4 the currently lodestar incurred with a reasonable multiplier which will be less than 2 by the completion
5 of the settlement. This is comparable to the multipliers approved in other cases. The requested award
6 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

7
8 Litigation Expenses

9 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
10 Counsel Litigation Expenses Payment of not more than \$20,000.” Class Counsel requests reimbursement
11 for incurred litigation expenses and costs in the amount of \$20,000. Class Counsel have incurred
12 \$31,757.07 based upon counsel’s billing records; therefore, this requested amount of \$20,000 is less than
13 the amount actually incurred by Class Counsel. These litigation expenses include the expenses incurred
14 for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges
15 (Knox, OneLegal), research charges (LexisNexis), and appearance fees, all of which are costs normally
16 billed to and paid by the client.⁸ The details of the litigation expenses incurred are set forth in Exhibits
17 #3 and 4.⁹ These costs were reasonably incurred in the prosecution of the Action.

18
19 Service Award

20 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
21 service award of \$12,500 each in accordance with the Agreement for their time, risk and effort expended
22 on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to these

23
24 ⁸ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
25 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
26 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
27 mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

28 ⁹ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to July 1, 2024.

1 payments and there have been no objections to the requested service awards. The declarations of Plaintiffs
2 in support of this request are attached hereto as Exhibits #6 and 7. As the representatives of the Class,
3 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
4 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
5 searching for documents, working with counsel, and reviewing the settlement documentation. As set
6 forth in the Agreement, the Plaintiffs are also providing a comprehensive release as part of the Settlement,
7 far beyond the class release. The declaration of Plaintiffs detail the involvement, stress and risks they
8 undertook as a result of this Action. The Plaintiffs also assumed the serious risk that they might possibly
9 be liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
10 future employers for having filed a class action on behalf of fellow former employees. Without the
11 Plaintiffs’ participation, cooperation and information, no other employees would be receiving any benefit.

12 The payment of service awards to successful class representatives is appropriate and the amount of
13 \$12,500 is well within the currently awarded range for similar settlements. The requested awards are also
14 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
15 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
16 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
17 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
18 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
19 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*
20 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
21 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
22 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*,
23 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought
24 a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS
25 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action);
26 *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar.
27 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197
28

DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*

1 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
2 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
3 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
4 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
5 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
6 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241
7 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*
8 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000
9 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San
10 Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG*
11 *Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000
12 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case
13 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

14 15. The requested service awards are also reasonable in light of the reputational risk that
15 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
16 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
17 searchable on the internet and may become known to prospective employers when evaluating" them for
18 employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
19 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
20 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
21 exists that allows employers to run extensive background searches on potential employees. Companies
22 who provide these services specifically highlight the fact that their services allows employers to weed out
23 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
24 a prospective employee is likely to sue" the employer, through background checks and other means, to
25 screen out these employees.¹⁰ Onicra Credit Rating Agency states: "Background screening has become
26 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
27

28 ¹⁰ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

1 culture, employers simply cannot afford to hire employees who will put their company at risk."¹¹
2 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
3 extremely competitive and highly litigious, conducting pre employment background checks has become
4 a necessity."¹²

5 16. As a result, Class Counsel respectfully requests approval of the application for award of
6 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
7 expenses in the amount of \$20,000, and approval of the requested service awards to the Plaintiffs.

8 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
9 The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug
10 Bhowmik De Blouw LLP.

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 1st day of July, 2024, at San Diego, California.

14
15 /s/ Norman Blumenthal
16 NORMAN B. BLUMENTHAL
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26 ¹¹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹² [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

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FIRM RESUME

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ATTORNEY BIOGRAPHIES

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

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

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

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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

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Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. 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 #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs ChaMarie Spears and Kathleen Leonard (“Plaintiffs”) and defendant Vitalant (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” collectively means: (1) Plaintiff Spears’s Class Action lawsuit alleging wage and hour violations against Defendant captioned *ChaMarie Spears v. Vitalant*, Case No. 22-CIV-03291, initiated on August 11, 2022 in the Superior Court of the State of California, County of San Mateo, formerly pending in the United States District Court for the Northern District of California, and remanded on May 26, 2023 to the Superior Court of the State of California, County of San Mateo, pursuant to the Parties’ stipulation; and (2) Plaintiff Spears’s PAGA Representative Action lawsuit alleging wage and hour violations against Defendant captioned *ChaMarie Spears v. Vitalant*, Case No 22-CIV-03751, initiated on September 13, 2022 and pending in the Superior Court of the State of California, County of San Mateo.
- 1.2. “Administrator” means ILYM Group, Inc., 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 Total Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “PAGA Members” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “California Class Period” means the period of time from August 11, 2018 through July 28, 2023.
- 1.6. “Class” means both the California Class and the FCRA Class, as defined herein. The California Class is defined as all individuals who were employed by Defendant in California and classified as non-exempt at any time during the California Class Period (the “California Class”). The FCRA Class is defined as all individuals who applied to

work for Defendant who were classified as either exempt or non-exempt in the United States during the FCRA Class Period for whom background checks were run using the same federal FCRA form as that contained on page 2 of the forms provided to Plaintiff Spears (the “FCRA Class”).

- 1.7. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 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 Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.14. “Class Period” means, collectively, the California Class Period (defined above) for the California Class and the FCRA Class Period (defined below) for the FCRA Class.

- 1.15. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.16. “Class Representatives Service Payments” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.17. “Court” means the Superior Court of California, County of San Mateo.
- 1.18. “Defendant” means Vitalant.
- 1.19. “Defense Counsel means Thomas M. McInerney, Carolyn B. Hall, and Jade Butman of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.20. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, fifteen (15) days after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, fifteen (15) days after the appellate court affirms the Judgment and issues a remittitur.
- 1.21. “FCRA” means the Fair Credit Reporting Act.
- 1.22. “FCRA Class Period” means the period of time from August 11, 2020 through December 9, 2022.
- 1.23. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.24. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.25. “Total Settlement Amount” means Two Million Dollars (\$2,000,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Total Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Total 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 Total Settlement and shall be the separate additional obligation of Defendant.

- 1.26. “Individual Class Payments” means the Participating Class Members’ pro rata shares of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.27. “Individual FCRA Class Payments” means Participating FCRA Class Members’ payment of \$17.50 per person.
- 1.28. Individual PAGA Payments” means the pro rata shares to be paid from the PAGA Payment to PAGA Members that shall in the aggregate comprise 25% of the PAGA Payment, namely \$12,500 as consideration for settlement of claims for civil penalties under PAGA, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.29. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.30. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.31. “LWDA PAGA Payment” means the payment to be made to the LWDA as its 75% share of the PAGA Payment, namely \$37,500, as consideration for settlement of claims for civil penalties under Labor Code PAGA.
- 1.32. “Net Settlement Amount” means the Total Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.33. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.34. “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Defendant for at least one (1) day during the PAGA Period.
- 1.35. “PAGA Period” means the period of time from June 29, 2021 through July 28, 2023.
- 1.36. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).

- 1.37. “PAGA Notice” means Plaintiff Spears’s June 29, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.38. “PAGA Payment” means a gross payment in the aggregate of \$50,000 that is comprised of the LWDA PAGA Payment and all of the Individual PAGA Payments to PAGA Members in settlement of all claims for civil penalties pursuant to PAGA.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.40. “Participating FCRA Class Member” means a FCRA Class Member who does not submit a valid and timely Request for Exclusion.
- 1.41. “Plaintiffs” means, collectively, ChaMarie Spears (“Plaintiff Spears”) and Kathleen Leonard (“Plaintiff Leonard”) the named plaintiffs in the Action.
- 1.42. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.43. “Released Class Claims” means the following: for the California Class Members, all wage and hour Class claims that were alleged, or reasonably could have been alleged, based on the wage and hour factual or legal theories alleged in the Operative Complaint, including all of the following: (a) all class claims stated in the Operative Complaint alleging violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198 and 2802; (b) all claims for unpaid wages, including claims for minimum, overtime, double-time wages and incentive compensation, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates including, but not limited to, the regular rate of pay, the alleged improper rounding of time entries, the alleged failure to pay reporting time pay and the alleged unlawful deductions from earned wages; (c) all claims for meal period violations, including claims for late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d) all claims for rest break violations, including claims for late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Operative Complaint, including

the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer, and including claims for injuries suffered therefrom; (g) all claims for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to current employees under sections 204 and 210 of the Labor Code; (h) all claims for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) all claims under the Business & Professions Code (including Section 17200 *et seq.*) premised on the facts, claims, and causes of action alleged in the Operative Complaint; and (k) for the FCRA Class Members, all FCRA class claims pled or that could have been pled based on the FCRA factual allegations contained in the Operative Complaint which occurred during the FCRA Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims covered by Plaintiff Spears' Separation Agreement addressed herein, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims based on facts occurring outside the Class Period.

- 1.44. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts or legal theories alleged in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including the following: (a) all claims for civil penalties stated in the Operative Complaint alleging violations of 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), and applicable Industrial Welfare Commission Wage Order(s) including Industrial Wage Order 7(A)(3); (b) all claims for civil penalties for violations of unpaid wages, including unpaid minimum, overtime, double-time wages and incentive compensation, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates including, but not limited to, the regular rate of pay, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) all claims for civil penalties for meal period violations, including late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d) all claims for civil penalties for rest period violations, including late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for civil penalties for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all

claims for civil penalties for inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer; (g) all claims for civil penalties for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to current employees under sections 204 and 210 of the Labor Code; (h) all claims for civil penalties for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for civil penalties for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) all claims for civil penalties for failing to provide suitable seating; (k) all claims for civil penalties for alleged violations of Industrial Wage Order 7(A)(3) for failure to keep time records showing when employees began and ended each shift and meal period; and (l) all claims for civil penalties for the alleged failure to pay employees for reporting time pay. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, claims covered by Plaintiff Spears' Separation Agreement addressed herein, claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, and worker's compensation, and PAGA claims outside of the PAGA Period.

- 1.45. "Released Parties" means: Defendant and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, executors, insurers, parent companies, subsidiaries (including Blood Centers of the Pacific and BloodSource, Inc.), affiliates, divisions (including United Blood Services), consultants, subcontractors, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert, with any of them, and each of them.
- 1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member. Specific details of how to submit a "Request for Exclusion" will be provided by the Class Notice.
- 1.47. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, (b) submit his or her Objection to the Settlement; or (c) dispute the information contained the Class Notice. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.48. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.49. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one (1) day.

2. RECITALS

The Class Action

2.1. On August 11, 2022, Plaintiff Spears commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Mateo (the “Class Action”). Plaintiff Spears’s Class Action Complaint asserted several wage and hour claims against the Defendant including, but not limited to, the following claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
- (h) Failed to pay sick wages in violation of California Labor Code §§ 201-204, 233, 246;
- (i) Violated the Fair Credit Reporting Act for failure to make proper disclosures [15 U.S.C. § 1681, et seq.]; and,
Violated the Fair Credit Reporting Act for failure to obtain proper authorization [15 U.S.C. § 1681, et seq.].

2.2. On October 31, 2022, Defendants removed the Class Action to the United States District Court for the Northern District of California, Case No. 3:22-cv-06711-VC.

2.3. On November 7, 2022, Defendant filed a Motion to Dismiss the Class Action Complaint, which Plaintiff Spears opposed on November 21, 2023.

2.4. On November 17, 2022, the Parties filed a Stipulation to Stay the Class Action pending mediation, which was granted on November 28, 2022, and in so doing, the Court denied Defendant’s Motion to Dismiss without prejudice.

The PAGA Action

2.5. On September 14, 2022, Plaintiff Spears filed a separate Representative Action

Complaint against Defendant in the Superior Court of the State of California, County of San Mateo (the “PAGA Action”), alleging one cause of action for Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for various alleged wage and hour violations of Labor Code including, but not limited to, the following: 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 Orders.

2.6. On November 15, 2022, the Parties filed a Stipulation to Stay the PAGA Action pending mediation, which was granted on November 23, 2022.

Remand and Pleading Amendment

2.7. As part of this Settlement Agreement, the parties agree to stipulate to remand of the Class Action to State Court and then stipulate to the filing of a First Amended Class Action and Representative Action Complaint that adds the claims and parties from the PAGA Action into the first-filed Class Action in state court. The First Amended Class Action and Representative Action Complaint shall also add Plaintiff Leonard as a named plaintiff to the class claims. The First Amended Class Action and Representative Action Complaint, which was filed on June 13, 2023, is the operative complaint in the Action (the “Operative Complaint”)

2.8. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.9. Defendant retains all rights to remove the Operative Complaint to federal court in the event the state court does not grant final approval of the settlement and Plaintiffs will not oppose such removal on timeliness grounds, though Plaintiffs retain their rights to move to remand in such instance.

Mediation and Settlement

2.10. On April 28, 2023, the Parties participated in an all-day mediation presided over by David A. Rotman, Esq., a respected mediator of wage and hour representative and class actions. The mediator facilitated an agreement among the Parties that was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.11. Prior to mediation, Plaintiffs obtained documents and information sufficient to investigate the claims such that Plaintiffs’ investigation satisfied the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801

and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.12. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.13. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Total Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$2,000,000 and no more as the Total Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Total Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Total Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to Defendant.
- 3.2. Payments from the Total Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Total Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$12,500 to each Plaintiff (in addition to any Individual Class Payment, any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member, and Plaintiff Spears’s Separate Agreement and Release). Defendant will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay

the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments. In the event that the Court reduces or does not approve the requested Class Representative Service Payments, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request or demand an increase to the Total Settlement Amount on that basis.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Total Settlement Amount, which is currently estimated to be \$666,666, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Litigation Expenses Payment, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request or demand an increase to the Total Settlement Amount on that basis.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$40,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$40,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and PAGA Members: PAGA Payment in the amount of \$50,000 to be paid from the Total Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Payment (\$12,500) by

the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: For the Participating Class Members, an Individual Class Payment is calculated as follows: For the California Class members, by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the California Class Period and (b) multiplying the result by each Participating Class Member's Workweeks during the California Class Period. For the Participating FCRA Class Members, the allocation of payment of the Individual FCRA Class Payments will be \$17.50 per person for what is estimated to be approximately 3,567 persons for an approximate total of \$62,422.50.
- i. Tax Allocation of Individual Class Payments. For the Individual Class Payments, 20% of each California Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each California Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). For the Individual FCRA Class Payments, 100% Participating FCRA Class Member's Individual Class Payment shall be attributed to penalties. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and PAGA Member Pay Periods. Based on its records, Defendant has represented that, as of April 28, 2023, the Class consists of 1,127 California Class Members who collectively worked a total of 127,038 Workweeks during the California Class Period, 845 PAGA Members who worked a total of 21,151 PAGA Pay Periods, and

3,567 FCRA Class Members to whom disclosures were made that were the same as those on page 2 of Spears's federal during the FCRA Class Period.

- 4.2. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the proposed settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Total Settlement Amount. Defendant shall fully fund the Total Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

5. PAYMENTS FROM THE TOTAL SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendant funds the Total Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is one hundred eighty (180) days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Individual Class Payment and Individual PAGA Payment may be combined into a single check by the Administrator, unless otherwise ordered by the Court. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the

National Change of Address Database. If a Participating Class Member's or PAGA Member's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Total Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, PAGA Members and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses/domestic partners, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred through the Effective Date, including, but not limited to: all known and unknown claims against the Released Parties, including any Released Class Claims and Released PAGA Claims as well as all other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act ("PAGA"), claims under the Fair Labor Standards Act ("FLSA"), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state,

federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, the Age Discrimination in Employment Act of 1967 (as to Plaintiff Kathleen Leonard only) as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to each Plaintiff's relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Plaintiffs further covenant that each of them will not become a member of any other legal actions against the Released Parties asserting any of Plaintiffs' Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law. The scope of this release does not include claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

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

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which each now knows or believes to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from each Plaintiff's respective employment with Defendant.

- (b) Plaintiff Spears' Separation Agreement and Release. Plaintiff Spears represents that they are also entering into a Separation Agreement and Release. The amount paid to Plaintiff Spears under this Separation Agreement and Release is in addition to the Total Settlement Amount and is memorialized in a Separation Agreement and Release that is separate from this Agreement. If the Court requires the Parties to submit the terms of this Separation Agreement and Release to obtain approval of this Settlement, the Parties agree that the Separation Agreement and Release will be submitted in camera under seal to the Court.
- (c) ADEA Waiver for Kathleen Leonard. Without limiting the scope of this Agreement, Plaintiff Kathleen Leonard agrees that this Agreement constitutes a knowing and

voluntary waiver of any and all rights or claims that exist or that she may claim to have under the Age Discrimination in Employment Act of 1967 (“ADEA”). Plaintiff Kathleen Leonard acknowledges that she has been advised by this writing, as required by the Older Workers’ Benefit Protection Act: (i) her waiver and release does not apply to any rights or claims that may arise after she signs this Agreement; (ii) she should consult with an attorney prior to executing this Agreement; (iii) she has at least twenty-one (21) days to consider this Agreement (although she may by her own choice execute this Agreement earlier); (iv) she has seven (7) days following her execution of this Agreement to revoke the Agreement; and (v) this Agreement shall not be effective until the next business day following the expiration of this 7-day revocation period. Plaintiff Kathleen Leonard may revoke this Agreement only by giving Defendant formal, written notice of her revocation of this Agreement, addressed to: Thomas M. McInerney, Esq., at Ogletree, Deakins, Nash, Smoak & Stewart, P.C., One Embarcadero Center, Suite 900, San Francisco, California 94111. In the event Plaintiff Kathleen Leonard revokes the waiver of ADEA claims, she understands and agrees that she will not be entitled to a Class Representative Service Payment.

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

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

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

7.1. Defendant’s Responsibilities. Within 21 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a declaration under penalty of perjury confirming the number of California Class Member and workweeks they worked during the Class Period and that the number of FCRA Class Members is estimated to be 3,567.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve;

competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and that Class Counsel does not represent any employees of Defendant other than Plaintiffs.

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

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice

Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 1.468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative must: (1) contain the name, address and telephone number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the class settlement. A Request for Exclusion has no effect to the PAGA portion of this Settlement; PAGA Members cannot request exclusion from the PAGA Settlement and will receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion.
- (b) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement,

regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative

Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided estimated figures as to the Class size as set forth in paragraph 4.1 above. Should the number of actual workweeks as of April 28, 2023 increase by more than 10% of the amount stated herein in paragraph 4.1, Defendant shall increase the Total Settlement Amount proportionally by 1% for every 1% increase in workweeks over the 10% threshold. Should the number of FCRA Class Members exceed 10% of the amount stated herein in paragraph 4.1 (i.e., 4,447), Defendant will increase the Total Settlement Amount proportionally by 1% for every 1% increase in the number of FCRA Class members over the 10% threshold.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court

no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

11.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Total Settlement Amount remains unchanged. In the event that Class Counsel appeals the Court's ruling as to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, the Parties agree that any such appeal constitutes a dispute between Class Counsel and the Court, and that Defendant and Defendant's Counsel will not be involved and will not be expected to appear, file papers, argue any position, or participate in any manner. In the event of any such appeal, Defendant shall not fund the settlement, and its obligation to fund it will be stayed until such appeal is fully resolved.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an

admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. Defendant contends that at all times it has complied with all applicable state, federal and local laws related to the Class Members' and/or PAGA Members' employment. Nevertheless, Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of the Defendant, or an admission that class or representative action treatment would be allowed outside the settlement context. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reason, 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 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). The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent litigation. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall not be admissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

- 13.2. 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 and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, 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, any with third party regarding this Agreement or the matters giving rise to this Agreement

except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and 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.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, 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. Participating Class Members, PAGA Members and Class Counsel shall be solely responsible for the reporting any payment of their share of any federal, state and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendant makes no representation, and it is understood and agreed that Defendant has made no representation, as to the taxability of any Participating Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual

PAGA Payments, the payment of attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Service Payments to the Class Representatives. The Class Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Class Notice.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given

as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Thomas M. McInerney
Carolyn B. Hall
Jade Butman
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Tel: (415) 442-4810
Fax: (415) 442-4870
E-Mail: tmm@ogletree.com
carolyn.hall@ogletree.com
jade.butman@ogletree.com

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

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

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: Aug 21, 2023
ChamMarie Spears
ChamMarie Spears (Aug 21, 2023 10:47 PDT)

Plaintiff ChamMarie Spears
Dated: Aug 24, 2023
Kathleen Leonard
Kathleen Leonard (Aug 24, 2023 11:47 PDT)

Plaintiff Kathleen Leonard
Dated: _____

Bhavi A. Shah
Executive Vice President, Chief Legal Officer, General Counsel
For Defendant Vitalant

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFFS,
AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
SETTLEMENT GROUP:

Dated: Aug. 24, 2023
Kyle Nordrehaug

Kyle Nordrehaug
Blumenthal Nordrehaug Bhownik De Blouw LLP
Attorney for Plaintiffs

APPROVED AS TO FORM AND CONTENT ON BEHALF OF DEFENDANT:

Dated: _____

Thomas M. McInerney,
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: _____

Plaintiff ChaMarie Spears

Dated: _____

Plaintiff Kathleen Leonard

Dated: 8/21/23



Bhavi A. Shah

Executive Vice President, Chief Legal Officer, General Counsel
For Defendant Vitalant

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFFS,
AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
SETTLEMENT GROUP:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

APPROVED AS TO FORM AND CONTENT ON BEHALF OF DEFENDANT:

Dated: 8/24/23



Thomas M. McInerney,
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Spears v. Vitalant, Superior Court of the State of California,
County of San Mateo, Case No. 22-CIV-03291***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Vitalant (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs ChaMarie Spears and Kathleen Leonard (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as non-exempt at any time during the California Class Period (August 11, 2018 through July 28, 2023) (“California Class Members”), (2) penalties and other relief on behalf of all individuals who applied to work for Defendant who were classified as either exempt or non-exempt in the United States during the FCRA Class Period (August 11, 2020 through December 9, 2022) for whom certain background checks were run (“FCRA Class Members”), and (3) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (June 29, 2021 through July 28, 2023) (“PAGA Members”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), your Individual FCRA Class Payment is estimated to be <<\$_____>>, and your share of the PAGA Payment is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that these numbers need correction, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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

finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the California Class Period and/or the PAGA Period, or applied for employment and were subject to a background check during the FCRA Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing and receive your share of the Settlement amount.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, an Individual FCRA Class Payment, and/or a share of the PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims, FCRA class claims and PAGA Period penalty claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment or an Individual FCRA Class Payment and you will keep your right as an individual to sue Defendant separately about the same legal claims that are being settled. If you are a PAGA Member, you remain eligible for a share of the PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and/or an Individual FCRA Class Payment, and a share of the PAGA Payment (if any).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment or an Individual FCRA Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also a PAGA Member and exclude yourself, you will still be paid your share of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	If you think that the Settlement is not fair, and you don't opt out of the Settlement, then you can object to the Settlement in writing as explained in Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063, in Department 3 and Courtroom 2B before Judge Susan Greenberg. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiffs ChaMarie Spears and Kathleen Leonard are former employees of Defendant. The Action alleges that Defendant failed to pay minimum and overtime wages, failed to provide meal and rest breaks and related premiums, failed to pay sick pay, failed to provide accurate itemized wage statements, failed to reimburse business expenses, failed to provide timely wage payments failed to make proper disclosures and to obtain proper authorizations pertaining to background checks, and unfair competition. Plaintiffs also seek penalties under the Private Attorneys General Act ("PAGA").

Defendant denies that it has done anything wrong and disputes all the claims in the Action. After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiffs and the Defendant agreed to settle the Action pursuant to the terms and

conditions of the Settlement. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims in the Action have merit or that Defendant has any liability to Plaintiffs or the proposed class on those claims. Defendant denies all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the proposed Class.

Consistent with Defendant's policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

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

This settlement does not involve any decision by the Court on the merits of the Action. Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Million Dollars (\$2,000,000) (the "Total Settlement Amount") to fund the settlement of the Action. The Total Settlement Amount includes all payments of Individual Class Payments and Individual FCRA Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Payment for alleged civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within fifteen (15) days of the Effective Date, Defendant will fund the Total Settlement Amount by depositing the money with the Administrator. The Effective Date means the date the Judgment is entered, unless there are objections in which case the Effective Date is when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments and Individual FCRA Class Payments to Participating Class Members.

Court Approved Deductions from Total Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Total Settlement Amount before payments of Individual Class Payments and Individual FCRA Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the

Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$40,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Total Settlement Amount, which presently equals \$666,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the proposed Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$12,500 to each of the two named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$12,500 will be distributed to the PAGA Members as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Payment (\$12,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which a PAGA Member was employed by Defendant for at least one day during the PAGA Period, which is June 29, 2021 through July 28, 2023.
- To Each Participating Background Class Member. An Individual FCRA Class Payment paid out at a flat rate of \$17.50 per individual. Individual FCRA Class Payments are 100% for penalties and interest, which are not subject to wage withholdings and will be reported on IRS 1099 Forms. Non-Participating Class Members will not receive any Individual FCRA Class Payments.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Administration Expenses Payment are deducted from the Total Settlement Amount, the

remaining portion, the “Net Settlement Amount”, shall be distributed to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will distribute the Net Settlement Amount to each Participating Class Member as follows: First, for the Participating FCRA Class Members, the allocation of payment of the Individual FCRA Class Payments will be \$17.50 per person for what is estimated to be approximately 3,567 persons for an approximate total of \$62,422.50 from the Net Settlement Amount. Second, for the California Class Members, the amount remaining in the Net Settlement amount will be allocated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the California Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks during the California Class Period. “Workweek” means any week during the California Class Period in which a Class Member was employed by Defendant as a Class Member for at least one day.

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

Tax Matters. The Parties agree that twenty Percent (20%) of each Participating California Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating California Class Member’s Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. For the Individual FCRA Class Payments, 100% Participating FCRA Class Member’s Individual Class Payment shall be attributed to penalties. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California

Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

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 _____, 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. The Request for Exclusion should be a letter from a Class Member or his/her 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, but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or 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.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Total Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. "Released Class Claims" means the following: for the California Class Members, all wage and hour Class claims that were alleged, or reasonably could have been alleged, based on the wage and hour factual or legal theories alleged in the Operative Complaint, including all of the following: (a) all class claims stated in the Operative Complaint alleging violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198 and 2802; (b) all claims for unpaid wages, including claims for minimum, overtime, double-time wages and incentive compensation, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates including, but not limited to, the regular rate of pay, the alleged improper rounding of time entries, the alleged failure to pay reporting time pay and the alleged unlawful deductions from earned wages; (c) all claims for meal period violations, including claims for late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d) all claims for rest break violations, including claims for late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the

Operative Complaint, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer, and including claims for injuries suffered therefrom; (g) all claims for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to current employees under sections 204 and 210 of the Labor Code; (h) all claims for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) all claims under the Business & Professions Code (including Section 17200 *et seq.*) premised on the facts, claims, and causes of action alleged in the Operative Complaint; and (k) for the FCRA Class Members, all FCRA class claims pled or that could have been pled based on the FCRA factual allegations contained in the Operative Complaint which occurred during the FCRA Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims covered by Plaintiff Spears' Separation Agreement addressed herein, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims based on facts occurring outside the Class Period.

Released PAGA Claims. As of the Effective Date and upon full funding of the Total Settlement Amount by Defendant, all PAGA Members and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts or legal theories alleged in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including the following: (a) all claims for civil penalties stated in the Operative Complaint alleging violations of 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), and applicable Industrial Welfare Commission Wage Order(s) including Industrial Wage Order 7(A)(3); (b) all claims for civil penalties for violations of unpaid wages, including unpaid minimum, overtime, double-time wages and incentive compensation, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates including, but not limited to, the regular rate of pay, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) all claims for civil penalties for meal period violations, including late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d) all claims for civil penalties for rest period violations, including late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for civil penalties for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all claims for civil penalties for inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice, including the

allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer; (g) all claims for civil penalties for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to current employees under sections 204 and 210 of the Labor Code; (h) all claims for civil penalties for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for civil penalties for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) all claims for civil penalties for failing to provide suitable seating; (k) all claims for civil penalties for alleged violations of Industrial Wage Order 7(A)(3) for failure to keep time records showing when employees began and ended each shift and meal period; and (l) all claims for civil penalties for the alleged failure to pay employees for reporting time pay. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, claims covered by Plaintiff Spears' Separation Agreement addressed herein, claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, executors, insurers, parent companies, subsidiaries (including Blood Centers of the Pacific and BloodSource, Inc.), affiliates, divisions (including United Blood Services), consultants, subcontractors, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert, with any of them, and each of them.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: For the California Class members, by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the California Class Period and (b) multiplying the result by each Participating Class Member's Workweeks during the California Class Period. For the Participating FCRA Class Members, the allocation of payment of the Individual FCRA Class Payments will be \$17.50 per person.

Defendant's records reflect that you worked <<____>> Workweeks during the California Class Period (August 11, 2018 through July 28, 2023).

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

Your estimated FCRA Class Payment is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (June 29, 2021 through July 28, 2023). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the

address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

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

Your check will be sent to the same address as this 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.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment or an Individual FCRA Class Payment from the Settlement, and you will not be bound by the class settlement, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Members who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Payment is \$50,000, of which \$12,500 will be distributed to the PAGA Members to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Payment, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Spears v. Vitalant* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Spears v. Vitalant*, Case No. 22-CIV-03291. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Spears v. Vitalant* or on the Court's website (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 22-CIV-03291

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Spears v. Vitalant*, Case No. 22-CIV-03291, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at https://www.sanmateocourt.org/court_divisions/civil/. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The address for Class counsel is as follows:

CLASS COUNSEL:

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

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 3 - Courtroom 2B of the Superior Court of California, County of San Mateo, 400 County Center, Redwood City, CA 94063, before Judge Susan Greenberg. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at https://www.sanmateocourt.org/court_divisions/civil/. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Spears v. Vitalant*. In addition, hearing dates are posted on the Internet via the Case Access page for the San Mateo County Superior Court (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 22-CIV-03291.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Spears v. Vitalant* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Spears v. Vitalant*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of San Mateo (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22-CIV-03291. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

CHAMARIE SPEARS, an individual, and
KATHLEEN LEONARD, an individual on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

VITALANT, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 22-CIV-03291

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Susan L. Greenberg
Dept: 3

Date Filed: August 22, 2022
Trial Date: Not yet set

This matter came before the Honorable Susan L. Greenberg of the Superior Court of the State of California, in and for the County San Mateo, on _____[DATE], for hearing on the unopposed motion by Plaintiffs ChaMarie Spears and Kathleen Leonard (collectively, "Plaintiffs") for preliminary approval of the Settlement with Defendant Vitalant ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good

PRELIMINARY APPROVAL ORDER

1 cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action
2 Settlement.

3 **IT IS HEREBY ORDERED:**

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

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

12 3. The Total Settlement Amount that Defendant shall pay is Two Million Dollars
13 (\$2,000,000). It appears to the Court on a preliminary basis that the settlement amount and terms
14 are fair, adequate and reasonable as to all potential Class Members when balanced against the
15 probable outcome of further litigation and the significant risks relating to certification, liability and
16 damages issues. It further appears that investigation and research have been conducted such that
17 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
18 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as
19 avoid the delay and risks that would be presented by the further prosecution of the Action. It
20 further appears that the Settlement has been reached as the result of serious and non-collusive,
21 arms-length negotiations.

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

1 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
2 Total Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
3 proposed Class Representative Service Payments to the two Plaintiffs in an amount not to exceed
4 \$12,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
5 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
6 evidence supporting these requests, including lodestar, prior to final approval.

7 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
8 representative treatment and certification of a class for settlement purposes only. This stipulation
9 will not be deemed admissible in this or any other proceeding should this Settlement not become
10 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
11 both the California Class and the FCRA Class. The California Class is defined as all individuals
12 who were employed by Defendant in California and classified as non-exempt at any time during
13 the California Class Period. The "California Class Period" is from August 11, 2018 through July
14 28, 2023. The FCRA Class is defined as all individuals who applied to work for Defendant who
15 were classified as either exempt or non-exempt in the United States during the FCRA Class Period
16 for whom background checks were run using the same federal FCRA form as that contained on
17 page 2 of the forms provided to Plaintiff Spears. The "FCRA Class Period" is from August 11,
18 2020 through December 9, 2022.

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

1 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
2 adequate representatives of the Class.

3 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
5 Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug
6 Bhowmik De Blouw LLP as Class Counsel for the Class.

7 9. The Agreement provides for a PAGA Payment out of the Total Settlement Amount
8 of \$20,000, which shall be allocated \$37,500 to the Labor & Workforce Development Agency
9 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
10 Agreement pursuant to the PAGA and \$12,500 will be distributed to the PAGA Members as
11 Individual PAGA Payments. “PAGA Members” are all individuals who were employed by
12 Defendant in California and classified as a non-exempt employee at any time during the PAGA
13 Period. The PAGA Period is from June 29, 2021 through July 28, 2023. Pursuant to Labor Code
14 section 2699, subdivision (1)(2), the LWDA will be provided notice of the Agreement and these
15 settlement terms. The Court finds the PAGA Payment to be reasonable.

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

3 11. The Court hereby appoints ILYM Group as the Administrator. No later than
4 twenty (20) days after this Order, Defendant will provide the Class Data to the Administrator. The
5 Administrator will perform address updates and verifications as necessary prior to the first
6 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
7 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
8 Class Members via first-class regular U.S. Mail to their last known address.

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

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

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

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

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

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

18 **IT IS SO ORDERED.**

19 Dated: _____

20 _____
21 HON. SUSAN L. GREENBERG
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

CHAMARIE SPEARS, an individual, and
KATHLEEN LEONARD, an individual on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

VITALANT, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 22-CIV-03291

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

Hearing Date: _____
Hearing Time: _____

Judge: Susan L. Greenberg
Dept: 3

Date Filed: August 22, 2022
Trial Date: Not yet set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs ChaMarie Spears and Kathleen Leonard (collectively
2 “Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant Vitalant (“Defendant”), attorneys’ fees and costs, service
4 payments, and the expenses of the Administrator duly came on for hearing on _____
5 before the Honorable Susan L. Greenberg.

6 **I.**

7 **FINDINGS**

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

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

22 **Preliminary Approval of the Settlement**

- 23 5. On _____, the Court granted preliminary approval of the Settlement. At
24 this same time, the Court approved conditional certification of the Class for settlement purposes
25 only.
- 26
- 27
- 28

1 **Notice to the Class**

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

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

22 **Fairness of the Settlement**

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

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

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

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Plaintiffs' counsel recommended approval of the Agreement.

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

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

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

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

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

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

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$12,500 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$ _____ each to the Plaintiffs are
26 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation, the result
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1 achieved, and for their time and effort in bringing and prosecuting this matter on behalf of the
2 Class.

3 **Administration Expenses Payment**

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

10 **PAGA Payment**

11 14. The Agreement provides for a PAGA Payment in the amount of \$50,000 out of
12 the Total Settlement Amount, which shall be allocated \$37,500 to the Labor & Workforce
13 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
14 paid under this Agreement pursuant to the PAGA and \$12,500 to be distributed to the PAGA
15 Members and allocated by (a) dividing the amount of the PAGA Members' 25% share of PAGA
16 Payment (\$12,500) by the total number of PAGA Pay Periods worked by all PAGA Members
17 during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay
18 Periods. "PAGA Members" are all individuals who were employed by Defendant in California
19 and classified as a non-exempt employee at any time during the PAGA Period (June 29, 2021
20 through July 28, 2023). Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA was
21 provided notice of the Agreement and these settlement terms and has not indicated any objection
22 thereto. The Court finds the PAGA Payment to be reasonable.

23 **II.**

24 **ORDERS**

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

26 15. The Class is certified for the purposes of settlement only. The Class consists of
27 both the California Class and the FCRA Class, which are defined as follows:

1 The **California Class** is defined as: “all individuals who were employed by
2 Defendant in California and classified as non-exempt at any time during the
3 California Class Period.” The “California Class Period” is from August 11, 2018
through July 28, 2023.

4 The **FCRA Class** is defined as: “all individuals who applied to work for Defendant
5 who were classified as either exempt or non-exempt in the United States during the
6 FCRA Class Period for whom background checks were run using the same federal
FCRA form as that contained on page 2 of the forms provided to Plaintiff Spears.”
The “FCRA Class Period” is from August 11, 2020 through December 9, 2022.

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

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

12 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
13 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
14 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

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

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

19 21. The PAGA Payment of \$50,000 is approved and is to be distributed in accordance
20 with the Agreement.

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

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

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

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

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

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

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

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

5 29. Effective on the date when Defendant fully funds the Total Settlement Amount,
6 Plaintiffs, Participating Class Members, PAGA Members and the LWDA will release claims
7 against all Released Parties as follows:

8 (a) All Participating Class Members, on behalf of themselves and their
9 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
10 and assigns, release Released Parties from the Released Class Claims. "Released Class Claims"
11 means the following: for the California Class Members, all wage and hour Class claims that were
12 alleged, or reasonably could have been alleged, based on the wage and hour factual or legal
13 theories alleged in the Operative Complaint, including all of the following: (a) all class claims
14 stated in the Operative Complaint alleging violations of California Labor Code sections 201, 202,
15 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198
16 and 2802; (b) all claims for unpaid wages, including claims for minimum, overtime, double-time
17 wages and incentive compensation, the alleged failure to pay for all time worked, the alleged
18 failure to pay for off the clock work, the alleged failure to pay for drug testing and other required
19 testing and examinations, the alleged failure to pay for temperature checks and symptom
20 questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates,
21 including overtime at the correct rates including, but not limited to, the regular rate of pay, the
22 alleged improper rounding of time entries, the alleged failure to pay reporting time pay and the
23 alleged unlawful deductions from earned wages; (c) all claims for meal period violations,
24 including claims for late, short, interrupted, rounded, and missed meal periods and the failure to
25 pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal
26 periods; (d) all claims for rest break violations, including claims for late, short, interrupted,
27 missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at
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1 the correct regular rates; (e) all claims for unreimbursed expenses, including, but not limited to,
2 expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all claims
3 for improper or inaccurate itemized wage statements, including any alleged violations of Labor
4 Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Operative
5 Complaint, including the allegation that the wage statements lacked the total number of hours
6 worked and corresponding rates and the proper legal entity of the employer, and including claims
7 for injuries suffered therefrom; (g) all claims for the untimely payment of wages, including
8 regular, overtime, premium wages, paid sick leave, and reporting time pay to current employees
9 under sections 204 and 210 of the Labor Code; (h) all claims for the untimely payment of final
10 wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section;
11 (i) all claims for unpaid sick leave, including claims that paid sick leave was not paid at the correct
12 regular rate of pay; (j) all claims under the Business & Professions Code (including Section 17200
13 *et seq.*) premised on the facts, claims, and causes of action alleged in the Operative Complaint;
14 and (k) for the FCRA Class Members, all FCRA class claims pled or that could have been pled
15 based on the FCRA factual allegations contained in the Operative Complaint which occurred
16 during the FCRA Class Period. Except as expressly set forth in this Agreement, Participating
17 Class Members do not release any other claims, including claims covered by Plaintiff Spears'
18 Separation Agreement addressed herein, claims for vested benefits, wrongful termination,
19 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
20 security, workers' compensation, and Class claims based on facts occurring outside the Class
21 Period.

22 (b) All PAGA Members and the LWDA are deemed to release, on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
25 The "Released PAGA Claims" are all claims for PAGA civil penalties that were alleged, or
26 reasonably could have been alleged, based on the facts or legal theories alleged in the Operative
27 Complaint and the PAGA Notice, which occurred during the PAGA Period, including the
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1 following: (a) all claims for civil penalties stated in the Operative Complaint alleging violations of
2 sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512,
3 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
4 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure
5 to Provide Seating), and applicable Industrial Welfare Commission Wage Order(s) including
6 Industrial Wage Order 7(A)(3); (b) all claims for civil penalties for violations of unpaid wages,
7 including unpaid minimum, overtime, double-time wages and incentive compensation, the alleged
8 failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged
9 failure to pay for drug testing and other required testing and examinations, the alleged failure to
10 pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay
11 for all hours worked at correct rates, including overtime at the correct rates including, but not
12 limited to, the regular rate of pay, the alleged improper rounding of time entries, and the alleged
13 unlawful deductions from earned wages; (c) all claims for civil penalties for meal period
14 violations, including late, short, interrupted, rounded, and missed meal periods and the failure to
15 pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal
16 periods; (d) all claims for civil penalties for rest period violations, including late, short,
17 interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay
18 premiums at all or at the correct regular rates; (e) all claims for civil penalties for unreimbursed
19 expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage,
20 and home office expenses; (f) all claims for civil penalties for inaccurate itemized wage
21 statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the
22 facts and legal theories contained in the PAGA Notice, including the allegation that the wage
23 statements lacked the total number of hours worked and corresponding rates and the proper legal
24 entity of the employer; (g) all claims for civil penalties for the untimely payment of wages,
25 including regular, overtime, premium wages, paid sick leave, and reporting time pay to current
26 employees under sections 204 and 210 of the Labor Code; (h) all claims for civil penalties for the
27 untimely payment of final wages and associated waiting time penalties under sections 201 to 203
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1 of the Labor Code Section; (i) all claims for civil penalties for unpaid sick leave, including claims
2 that paid sick leave was not paid at the correct regular rate of pay; (j) all claims for civil penalties
3 for failing to provide suitable seating; (k) all claims for civil penalties for alleged violations of
4 Industrial Wage Order 7(A)(3) for failure to keep time records showing when employees began
5 and ended each shift and meal period; and (l) all claims for civil penalties for the alleged failure to
6 pay employees for reporting time pay. The Released PAGA Claims do not include other PAGA
7 claims, underlying wage and hour claims, claims for wrongful termination, discrimination, claims
8 covered by Plaintiff Spears' Separation Agreement addressed herein, claims for vested benefits,
9 wrongful termination, violations of the Fair Employment and Housing Act, unemployment
10 insurance, disability, social security, and worker's compensation, and PAGA claims outside of the
11 PAGA Period.

12 (c) Plaintiffs and their respective former and present spouses/domestic partners,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
14 and discharge Released Parties from all claims, transactions, or occurrences that occurred through
15 the Effective Date, including, but not limited to: all known and unknown claims against the
16 Released Parties, including any Released Class Claims and Released PAGA Claims as well as all
17 other wage and hour claims, claims under California Business & Professions Code section 17200,
18 claims under the Labor Code, including, but not limited to, claims under the Private Attorneys
19 General Act ("PAGA"), claims under the Fair Labor Standards Act ("FLSA"), and all claims for
20 indemnity or reimbursement of business expenses, overtime compensation, minimum wages,
21 penalties, liquidated damages, and interest, and all other claims under state, federal, and local
22 laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and
23 Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the
24 Employee Retirement Income Security Act of 1974, and all of their implementing regulations and
25 interpretive guidelines, as well as the common law, including laws related to discrimination,
26 harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated,
27 arising from or relating to each Plaintiff's relationship, or termination of relationship, with any
28

1 Released Party through the date of Final Approval for any type of relief, as fully set forth in the
2 Agreement.

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

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

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

14
15 Dated: _____

16
17 HON. SUSAN L. GREENBERG
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

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

JULY 1, 2024

CHAMARIE SPEARS

RE: VITALANT
FILE NUMBER: CA2619.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/23/22	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND FACTS. ANALYZE PREVIOUS SETTLEMENT AGAINST DEFENDANT.	3.90	850	3,315.00
03/06/22	ND	REVIEW SUITABLE SEATING AND SICK PAY CLAIMS UNDER CAL. LAB. CODE SECTION 246. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING THE SAME. CALL WITH PLAINTIFF TO DISUCSS FACTS.	3.10	850	2,635.00
03/15/22	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF REGARDING WORKPALCE DISCRIMINATION AND HARRASSMENT CLAIMS UNDER THE DFEH. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. DISCUSS OFF THE CLOCK WORK TASKS WITH PLAINTIFF. REVIEW AND ANALYZE WAGE AND HOUR CLAIMS.	4.10	850	3,485.00
04/01/22	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) VIOLATIONS AND OVERTIME CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSSS FACTS FOR COMPLAINT	4.50	850	3,825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND UPDATE AS TO STATUS.			
04/15/22	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.50	850	3,825.00
05/02/22	ND	DRAFT COMPLAINT. CALL WITH PLAINTIFF AS TO STATUS.	3.10	850	2,635.00
05/15/22	ND	REVIEW AND ANALYZE CASE FILE FOR FAIR CREDIT REPORTING ACT CLAIMS. LEGAL RESEARCH REGARDING DECISIONS REGARDING EXTRANEIOUS INFORMATION. REVIEW DISCLOSURE AND AUTHORIZATION FORM FOR VIOLATIONS. CONFERENCE WITH PLAINTIFF TO DISCUSS FCRA CLAIMS.	4.60	850	3,910.00
06/01/22	ND	REVIEW AND REVISE COMPLAINT ADDING FCRA CLAIMS.	3.00	850	2,550.00
06/14/22	ND	REVIEW AND REVISE COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CALL TO DISCUSS PROCESS OF LAWSUIT.	3.50	850	2,975.00
<u>TOTAL BILLED HOURS</u>					
NICK DEBLOUW		34.30 hr @ 850.00	\$	29,155.00	
TOTAL PROFESSIONAL SERVICES			34.30		\$ 29,155.00
TOTAL CURRENT CHARGES					\$ 29,155.00

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 07/01/2024
Due On: 07/31/2024

Chamrie Spears
3040 Riverside Terr
Chino, CA 91710

CA2619

Vitalant

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/22/2022	Review case file and complaint. Draft PAGA notice upload to LWDA.	2.00	\$850.00	\$1,700.00
Service	06/23/2022	Review case file. Draft internal case notes memo detailing facts and law.	2.00	\$850.00	\$1,700.00
Service	06/27/2022	Review draft complaint; review research and factual investigation from ND; review documents; advise ND	2.50	\$950.00	\$2,375.00
Service	08/02/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	08/08/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	08/08/2022	Review & analyze employment file documents/1198.5 response	3.00	\$675.00	\$2,025.00
Service	08/08/2022	Review final draft of complaint; advise staff	1.00	\$950.00	\$950.00
Service	08/09/2022	Review, edit class action complaint draft; finalize draft for next day filing	2.75	\$675.00	\$1,856.25
Service	08/11/2022	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
Service	08/11/2022	Review & finalize class action complaint draft; file in San Mateo Sup. Ct.	0.70	\$675.00	\$472.50
Service	08/11/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class	0.50	\$675.00	\$337.50

case					
Service	08/12/2022	Review filed documents; review notices; review memo from RE	0.50	\$950.00	\$475.00
Service	08/16/2022	Review claims and complaint; review judicial assignment	0.60	\$750.00	\$450.00
Service	08/16/2022	Reviewed file in preparation for peremptory challenge deadline	0.20	\$675.00	\$135.00
Service	08/18/2022	Review documents in file; create exhibit book; update case notes; advise team	2.00	\$750.00	\$1,500.00
Service	08/26/2022	Review/analyze CMO from the Court; advise team	0.40	\$750.00	\$300.00
Service	09/13/2022	Draft PAGA-only representative action complaint	4.50	\$675.00	\$3,037.50
Service	09/13/2022	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	09/13/2022	Review & finalize paga action complaint package; file in San Mateo Sup. Ct.	0.60	\$675.00	\$405.00
Service	09/13/2022	Review PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	09/14/2022	Review court returned docs; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	09/14/2022	Provide notice of PAGA filing to LWDA	0.40	\$675.00	\$270.00
Service	09/15/2022	Review filed documents and court notices; review memo from RE: analysis for next steps	0.60	\$950.00	\$570.00
Service	09/26/2022	Prepare initial documents for service of process re class action; identify registered agent; send out for service via Knox	0.75	\$675.00	\$506.25
Service	09/26/2022	Prepare initial documents for service of process re paga action; identify registered agent; send out for service via Knox	0.75	\$675.00	\$506.25
Service	10/05/2022	File Proof of Service of Summons re paga action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	10/05/2022	File Proof of Service of Summons re class action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	10/11/2022	Review correspondence from defense counsel; set up meet and confer correspondence re same	0.60	\$750.00	\$450.00
Service	10/17/2022	Prepare and appear for call with defense counsel; advise team	1.00	\$750.00	\$750.00
Service	10/18/2022	Discuss matter with AJB; f/u correspondence with	0.40	\$750.00	\$300.00

defense counsel re data					
Service	10/25/2022	Research re primary right theory for purposes of call with defense counsel re consolidation	1.00	\$750.00	\$750.00
Service	10/25/2022	Attend meet and confer call with defendant; advise AJB	0.50	\$750.00	\$375.00
Service	10/25/2022	Review status; review research and memo from JH; analysis of issues for moving forward	0.50	\$950.00	\$475.00
Service	10/26/2022	Review file and case notes; review, revise, and finalize PAGA discovery requests	1.70	\$750.00	\$1,275.00
Service	11/03/2022	Review/analyze Defendant's notice of removal; assess potential remand; update case note with information found in motion; advise team	1.50	\$750.00	\$1,125.00
Service	11/04/2022	Reveiwed correspondence re: Removal and Filing Notice of Appearance. Discussed with Team.	1.10	\$675.00	\$742.50
Service	11/04/2022	Review removal documents filed by Defendant; analysis of issues; advise staff	1.00	\$950.00	\$950.00
Service	11/07/2022	Research and draft response to Defendant's admin motion	0.80	\$750.00	\$600.00
Service	11/11/2022	Review and revise stipulations to stay pending mediation	1.00	\$750.00	\$750.00
Service	11/13/2022	Research judicial assignment; complete Form 10-2020	0.40	\$750.00	\$300.00
Service	11/15/2022	Review Defendant's revisions to stip; further revise and circulate	0.60	\$750.00	\$450.00
Service	11/16/2022	Reveiwed Order for reassignment and ensured it was DSC'd.	0.40	\$675.00	\$270.00
Service	11/16/2022	Review and analyze intake notes for additional rep Leonard. Review entire employment file for legal claims. Conference with Plaintiff Leonard to discuss claims and severance offer. Discuss with partners.	3.50	\$850.00	\$2,975.00
Service	11/17/2022	Review reassignment order; research new judicial assignment; advise team	0.50	\$750.00	\$375.00
Service	11/17/2022	Legal research for opposition. Discussed with JSH.	2.00	\$675.00	\$1,350.00
Service	11/18/2022	Research re UCL and Sick pay claims to oppose Defendant's motion to dismiss.	1.00	\$750.00	\$750.00
Service	11/20/2022	Research for and draft Motion to Dismiss Opposition	5.00	\$750.00	\$3,750.00
Service	11/21/2022	Further and finish complete draft of MTD opposition	1.80	\$750.00	\$1,350.00
Service	11/21/2022	Review and revise Opposition and TOC/TOA; finalize and prepare for filing	1.40	\$750.00	\$1,050.00
Service	11/21/2022	Review draft opposition; advise JH	0.75	\$950.00	\$712.50

Service	11/22/2022	Research new judicial assignment, particularly with respect to FCRA rulings; update case notes and research folder	1.40	\$750.00	\$1,050.00
Service	11/28/2022	Research and assess potential remand motion; advise team	1.00	\$750.00	\$750.00
Service	11/29/2022	Review Court Orders; advise team	0.70	\$750.00	\$525.00
Service	12/06/2022	Review/analyze file; attend meet and confer call w defense counsel re FCRA claim; advise team	1.00	\$750.00	\$750.00
Service	12/07/2022	Reviewed Case docket, case notes, calendar and correspondence for deadlines.	0.30	\$675.00	\$202.50
Service	01/10/2023	Review order on stip; circulate and advise team	0.30	\$750.00	\$225.00
Service	01/10/2023	Review and outline file and pleadings for onboarding in advance of CMC; review docket; draft summary.	0.80	\$550.00	\$440.00
Service	01/10/2023	Retrieve and review order regarding stay; draft multiple follow up correspondence.	0.40	\$550.00	\$220.00
Service	01/23/2023	Review and revise draft mediation data request; advise SP	0.40	\$750.00	\$300.00
Service	01/23/2023	Review case file, complaint, case notes, correspondence and orders. Draft and send Mediation Data Request to AJB for review. Revise and Finalize MDR. Serve MDR. Discuss with JSH.	2.90	\$675.00	\$1,957.50
Service	03/10/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	03/15/2023	Reviewed Notice of Withdrawal and Notice of Appearance. Arranged for Download, save and circulation.	0.30	\$675.00	\$202.50
Service	03/17/2023	Legal research regarding Plaintiff's individual claims. Call with Plaintiff Spears regarding settlement authority and potential resignation issues. Analyze wage and hour policy documents.	3.10	\$850.00	\$2,635.00
Service	04/01/2023	Review and analyze data produced for mediation purposes. Analyze court docket and case file. Prepare for mediation.	4.80	\$850.00	\$4,080.00
Service	04/04/2023	Review and analyze pay stubs for violations. Legal research regarding recent wage statement opinions. Call Plaintiff to discuss status and facts for mediation brief.	4.30	\$850.00	\$3,655.00
Service	04/05/2023	Arranged for download, saving to file and sending all Mediation Data and Documents to Expert. Sent correspondence to Expert. Reviewed documentation and reviewed, revised and ensured Exhibit books and documents folder is accurate. Updated Mediation chart	5.10	\$675.00	\$3,442.50

		and case notes.			
Service	04/06/2023	Review/analyze mediation data/document production; update exhibit book and case notes	1.50	\$750.00	\$1,125.00
Service	04/06/2023	Review corr from team to expert. Review case notes/ docs from settlement in related case. Draft mediation brief.	6.00	\$895.00	\$5,370.00
Service	04/06/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Prepare for mediation. Call with Plaintiff Leonard regarding settlement authority and status.	3.90	\$850.00	\$3,315.00
Service	04/08/2023	Review analyze time/payroll data. Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	04/08/2023	Review research and analysis from staff; review mediation data and analyze for mediation; review law and facts regarding claims; provide input	2.50	\$950.00	\$2,375.00
Service	04/09/2023	Review / analyze 1198.5RESPONSE_SPEARS_0001-0049. Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	04/12/2023	Reviewed and analyzed additional Data for mediation and communicate with expert. Organized Documents, correspondence and mediation folders. Updated exhibit book. Discussed with AJB.	3.40	\$675.00	\$2,295.00
Service	04/12/2023	Review facts and law. Draft mediation brief. Discuss with AJ Bhowmik.	5.10	\$850.00	\$4,335.00
Service	04/13/2023	Review/analyze Defendant's supplemental mediation doc/data production	1.00	\$750.00	\$750.00
Service	04/13/2023	Reviewed correspondence. Arranged for data to be sent to expert.	0.30	\$675.00	\$202.50
Service	04/19/2023	Review correspondence from defense counsel re mediation data production and FCRA claim; review file; research and advise AJB	1.00	\$750.00	\$750.00
Service	04/22/2023	Review damages summary from expert. Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	04/23/2023	Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	04/24/2023	Draft mediation brief.	6.00	\$895.00	\$5,370.00
Service	04/24/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	04/24/2023	Review mediation brief and documents; legal research; advise AJ	2.00	\$950.00	\$1,900.00
Service	04/25/2023	Review/analyze Defendant's additional supplemental mediation doc production	1.00	\$750.00	\$750.00

Service	04/26/2023	Additional research re FCRA disclosures and authorizations under 1681b and 1681d; advise AJB for mediation; f/u correspondence with defense counsel re same	2.50	\$750.00	\$1,875.00
Service	04/26/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/26/2023	Review expert report and penalty analysis. Review and analyze all mediation materials, including mediation briefs and exhibits attached thereto.	3.20	\$850.00	\$2,720.00
Service	04/27/2023	Review/analyze updated mediation damages analysis from expert; discuss with team	1.00	\$750.00	\$750.00
Service	04/28/2023	Prep and appear for mediation	12.00	\$895.00	\$10,740.00
Service	04/28/2023	Review MOU, analyze re settlement approval issues. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	04/28/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	04/28/2023	Reviewed correspondence, documents and data. Discussed with AJB. Saved information to Mediation Folder.	2.90	\$675.00	\$1,957.50
Service	04/28/2023	Review settlement issues and draft MOU; review memo from AJ and emails; advise AJ	1.00	\$950.00	\$950.00
Service	04/29/2023	Discuss mediation with AJB and Kullar analysis re settlement value; review draft MOU	0.80	\$750.00	\$600.00
Service	05/01/2023	Review docs, analyze re settlement terms	2.00	\$995.00	\$1,990.00
Service	05/01/2023	Review/analyze corr from defendant re remand/edits to MOU. Draft response.	1.00	\$895.00	\$895.00
Service	05/01/2023	Review revisions to MOU from Defendant; advise AJ	0.75	\$950.00	\$712.50
Service	05/02/2023	Research Plaintiff's individual claim. Draft/send settlement proposal for Plaintiff's individual claim.	3.00	\$895.00	\$2,685.00
Service	05/03/2023	Review/analyze Defendant's proposed revisions to MOU; discuss with team	0.60	\$750.00	\$450.00
Service	05/03/2023	Review MOU, analyze, revise, advise AJ re settlement approval issues.	2.75	\$995.00	\$2,736.25
Service	05/03/2023	Research authority for remand for settlement purposes. Finalize and send corr to counsel re remand. Review/analyze defense counsel's response, including proposed FCRA allocation. Review/analyze partner's objection to defense counsel's proposal. Research FCRA allocations. Begin draft of corr to respond to defense counsel.	5.00	\$895.00	\$4,475.00
Service	05/04/2023	Review draft MOU; review Def revisions; discuss with AJ	0.60	\$950.00	\$570.00

Service	05/04/2023	Research FCRA allocation issues. Review/analyze corr from defense counsel and partners re Plaintiff's individual settlement. Draft response to defense counsel.	3.00	\$895.00	\$2,685.00
Service	05/04/2023	Outline Long Form.	2.00	\$995.00	\$1,990.00
Service	05/04/2023	Correspondence with defense counsel re MOU revisions	0.40	\$750.00	\$300.00
Service	05/05/2023	Review case file, MOU, Settlement documents and correspondence. Drafted Joint Status Report. M&C with Counsel re: Joint Status Report. Finalized Joint Status Report and arranged for filing.	1.60	\$675.00	\$1,080.00
Service	05/05/2023	Draft/send corr to follow up on MOU. Review/analyze response from defendant. Review mediation notes/brief - draft send response about role of FCRA in negotiations. Research FCRA allocation issues.	3.00	\$895.00	\$2,685.00
Service	05/05/2023	Review/analyze joint status report	0.30	\$750.00	\$225.00
Service	05/05/2023	Review and research Defendant's authority re FCRA portion of settlement	0.40	\$750.00	\$300.00
Service	05/05/2023	Review emails and analysis from AJ; review for potential settlement issues; advise AJ	0.50	\$950.00	\$475.00
Service	05/06/2023	Review/analyze authority sent by defense attorney and settlement proposal, including: 1. Greco v. Selection Mgmt. Sys, 2. Fernandez v. Home Depot USA, Inc, and 3. Aceves v. Autozone, Inc., CD CA; 11/18/16	2.00	\$895.00	\$1,790.00
Service	05/08/2023	Prepared and appeared for hearing. Updated Case file. Discussed with JSH.	1.60	\$675.00	\$1,080.00
Service	05/08/2023	Discuss CMC with SP; advise	0.30	\$750.00	\$225.00
Service	05/08/2023	Review / analyze updated draft of the MOU, and a separate agreement related to Spears' separation. Prepare edits and begin drafting responsive corr to defense counsel.	3.00	\$895.00	\$2,685.00
Service	05/09/2023	Review MOU, analyze terms for settlement. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	05/09/2023	Advise Nick of further redlines to separation agreement/ MOU and advise of next steps needed.	2.00	\$895.00	\$1,790.00
Service	05/10/2023	Review/analyze AJB redlines on draft MOU and separation agreement	0.40	\$750.00	\$300.00
Service	05/10/2023	Finalize corr and send w/ responsive redline to MOU/ individual settlement agreement.	2.00	\$895.00	\$1,790.00
Service	05/12/2023	Review additional correspondence with Defense Counsel re Defendant's revisions to draft MOU and AJB's comments thereon; update team	0.40	\$750.00	\$300.00

Service	05/12/2023	Review defendant's corr re MOU/resignation issues. Research issues and how firm handled in prior cases. Research facts re Plaintiff's employment/vested benefits. Review FCRA escalator issues and prior MOUs handling same. Revise agreements. Draft/send response and send w/ revised agreements.	3.00	\$895.00	\$2,685.00
Service	05/12/2023	Review/analyze defense attorney's feedback and changes to MOU and separation agreement. Research how we've handled these issues relating to carve outs/ resignation/escalator clause use for FCRA subclasses. Draft/send corr and prepare redline and include redline of MOU and separation w/ corr to defense attorney.	3.00	\$895.00	\$2,685.00
Service	05/13/2023	Review emails and analysis from AJ; assess further revisions to MOU; review redlines from AJ	1.00	\$950.00	\$950.00
Service	05/15/2023	Outline long form, analyze.	2.00	\$995.00	\$1,990.00
Service	05/17/2023	Review/analyze Defendant's revisions to MOU; discuss with AJB	0.40	\$750.00	\$300.00
Service	05/17/2023	Review agreement, analyze re approval issues. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	05/22/2023	Review fully executed MOU and separation agreement; assess procedural posture; draft/revise stipulation to remand per the MOU; advise team; draft/revise longform class and representative action settlement agreement	4.50	\$750.00	\$3,375.00
Service	05/22/2023	Review and analyze mediation notes. Review and analyze MOU terms. Send to two Plaintiffs for signature. Follow up calls to discuss terms and obtain signatures.	1.50	\$850.00	\$1,275.00
Service	05/22/2023	Review final MOU; analysis of next steps and settlement issues; advise staff	1.00	\$950.00	\$950.00
Service	05/23/2023	Request settlement bid from TPA follow-up call re same and review bid; discuss with KN; further revise long form agreement; send draft longform to defense counsel for review	2.30	\$750.00	\$1,725.00
Service	05/23/2023	Review/analyze draft Longform Settlement Agreement. Advise Jeff.	2.00	\$895.00	\$1,790.00
Service	05/23/2023	Review Order from ND Cal re continuance of CMC and CMC Stmt; advise team; follow-up correspondence with defense counsel re Stip to Remand	0.30	\$750.00	\$225.00
Service	05/23/2023	Review/analyze paperwork and checks received in office as to Plaintiff's resignation.	1.00	\$895.00	\$895.00
Service	05/23/2023	Review and revise draft stipulation to remand that was revised by Defendant; circulate for revisions; finalize and prepare for filing	0.50	\$750.00	\$375.00

Service	05/23/2023	Review and revise Spears resignation documents. Conference with Plaintiff to discuss resignation issues and individual settlement terms.	1.40	\$850.00	\$1,190.00
Service	05/24/2023	Finalize and prepare for filing the Parties' stip re remand and proposed order; advise team	0.30	\$750.00	\$225.00
Service	05/24/2023	Review emails and stip to remand	0.30	\$950.00	\$285.00
Service	05/26/2023	Review/analyze order granting stip to remand; advise team re next steps to effectuate settlement terms	0.40	\$750.00	\$300.00
Service	05/26/2023	Reviewed Order on Stipulation and arranged for saving to file. Discussed with Team.	0.50	\$675.00	\$337.50
Service	05/30/2023	Review/revise notice of remand; advise team re filing	0.30	\$750.00	\$225.00
Service	05/30/2023	Reviewed and revised stipulation to file first amended complaint.	1.50	\$675.00	\$1,012.50
Service	05/30/2023	Reviewed Stipulation for leave to file FAC. Revised and finalized FAC. Sent stip and FAC to Counsel.	1.30	\$675.00	\$877.50
Service	06/02/2023	Review Defendant's proposed revision to stip and FAC; finalize and circulate for execution	0.30	\$750.00	\$225.00
Service	06/09/2023	Reveiwed correspondence. Discussed with Team. Revised and finalized First Amended Complaint per agreement. Sent FAC to Counsel for approval. Reviewed and revised stipulation Set finalized stipulation to opp. counsel. Corresponded Re: Signatures. Finalized and arranged for filing of stipulation and FAC.	3.10	\$675.00	\$2,092.50
Service	06/12/2023	Review/analyze Notice of assignment, setting CMC ; adjust calendar; analyze status of finalizing settlement.	1.00	\$895.00	\$895.00
Service	06/13/2023	Review order granting leave to file FAC; advise team re filing.	0.30	\$750.00	\$225.00
Service	06/13/2023	Reveiwed order granting leave to file FAC. Discussed with JSH. Ensured FAC was filed and served timely.	0.70	\$675.00	\$472.50
Service	06/20/2023	Follow up with defense counsel re status of settlement agreement	0.30	\$750.00	\$225.00
Service	06/22/2023	Additional follow up correspondence with defense counsel re revisions to longform; advise team	0.30	\$750.00	\$225.00
Service	06/27/2023	Reviewed correspondence, docket, case notes, communications and reviewed revised, finalized and executed request for dismissal. Arranged for filing of request for dismissal.	1.30	\$675.00	\$877.50
Service	06/30/2023	Review/analyze Defendant's proposed revisions to longform; discuss with KN and NBB; f/u correspondence with Defendant re same	1.50	\$750.00	\$1,125.00

Service	06/30/2023	Review/analyze Defendant's edits to the draft long-form settlement agreement	2.00	\$895.00	\$1,790.00
Service	06/30/2023	Review/analyze corr from defense attorneys re revisions to long form.	1.00	\$895.00	\$895.00
Service	06/30/2023	Review long form, analyze, advise KN.	1.50	\$995.00	\$1,492.50
Service	06/30/2023	Review Def revisions to Agreement; review memo from JH; discuss with NDD; discuss with JH; analysis of settlement issues and plan for moving forward on Agreement issues	2.30	\$950.00	\$2,185.00
Service	07/11/2023	Review issues re settlement agreement; memo to JH in response to Defendant's responses	0.75	\$950.00	\$712.50
Service	07/11/2023	Review Defendant's responses to issues raised by Plaintiff re longform agreement; discuss with KN and respond accordingly; correspondence with TPA re Admin. bid.	0.60	\$750.00	\$450.00
Service	07/11/2023	Review agreement to final, analyze, advise KN.	1.50	\$995.00	\$1,492.50
Service	07/12/2023	Send admin bid to defense counsel; correspondence with them re same; discuss with KN and NBB	0.40	\$750.00	\$300.00
Service	07/12/2023	Review memo from NBB; respond; review Admin issues and discuss with JH	0.50	\$950.00	\$475.00
Service	07/20/2023	Reviewed documents, exhibit book and correspondence. Drafted and sent Mediation Follow up letter to Counsel.	0.90	\$675.00	\$607.50
Service	07/21/2023	Review order on stip; circulate and advise team	0.30	\$750.00	\$225.00
Service	07/25/2023	F/u discussion re longform with KN	0.30	\$750.00	\$225.00
Service	07/25/2023	Met and conferred with Defense counsel re: mediation data request. Sent follow up correspondence and finalized a deal on the data production.	1.40	\$675.00	\$945.00
Service	07/25/2023	Review status; emails with staff	0.30	\$950.00	\$285.00
Service	07/28/2023	Review notice of rescheduled conference; circulate and confer with calendar	0.20	\$750.00	\$150.00
Service	07/31/2023	Compare Defendant's proposed class and PAGA release language with the claims alleged in the complaint and PAGA letter; advise KN	0.50	\$750.00	\$375.00
Service	07/31/2023	Review and revise draft agreement; consult with JH; email Defendant	3.00	\$950.00	\$2,850.00
Service	08/02/2023	Review Defendant's further revisions to longform; discuss with Kyle; finalize and circulate for execution	0.50	\$750.00	\$375.00
Service	08/02/2023	Review Def revisions to the Agreement; advise JH; work on settlement issues	0.75	\$950.00	\$712.50

Service	08/03/2023	Review further edits made to long form and copy that was finalized for execution to ensure accuracy.	1.00	\$895.00	\$895.00
Service	08/04/2023	Review and analyze settlement agreement and exhibits for conformity with MOU. Send to two Plaintiffs for signatures. Follow up calls to discuss.	1.30	\$850.00	\$1,105.00
Service	08/09/2023	Perform review of final draft agreement; look into issues and corrections; advise JH; draft exhibits	2.00	\$950.00	\$1,900.00
Service	08/09/2023	Make additional necessary revisions to longform agreement as requested by KN	0.40	\$750.00	\$300.00
Service	08/10/2023	Draft exhibits to settlement; review and revise draft exhibits and crosscheck for consistency with prior rulings; email drafts exhibits to Defendant and explain revisions	4.50	\$950.00	\$4,275.00
Service	08/17/2023	Review Defendant's email and further revisions to the Agreement; analysis of issue; advise JH	0.75	\$950.00	\$712.50
Service	08/17/2023	Outline prelim motion, advise KN.	2.25	\$995.00	\$2,238.75
Service	08/23/2023	Review emails; respond; preliminary review of the Defendant's revisions to the exhibits	0.50	\$950.00	\$475.00
Service	08/24/2023	Review Defendant's proposed revisions to settlement agreement exhibits; discuss with KN	0.40	\$750.00	\$300.00
Service	08/24/2023	Review/analyze defense attorney's edits to the settlement agreement exhibits.	1.00	\$895.00	\$895.00
Service	08/24/2023	Review and revise exhibits for final; email exhibits to Defendant; prepare signed Agreement and email to Defendant	1.75	\$950.00	\$1,662.50
Service	09/06/2023	Reviewed case file, complaint, first amended complaint, correspondence, MOU and settlement agreement. Drafted CM110. Email to KN re: Preliminary Approval filing. Revised, finalized and arranged for service and filing of CMC Statement.	1.70	\$675.00	\$1,147.50
Service	09/06/2023	Correspondence with Counsel. Reviewed Orders, pleadings and case file. Drafted Joint Case Management Conference Statement and sent to Counsel. Reviewed and revised Counsel's revisions. Finalized and sent for signature. Counter executed, served and filed.	2.40	\$675.00	\$1,620.00
Service	09/07/2023	Reviewed documents, case notes, correspondence, MOU and Class and PAGA Complaints. Drafted First Amended Class and Representative Action Complaint and sent to Team.	3.90	\$675.00	\$2,632.50
Service	09/21/2023	Prepared and appeared for Case Management Conference. Updated case file. Communication with Court Clerk. Discussed with NJD.	2.30	\$675.00	\$1,552.50

Service	09/21/2023	Communication from Court Clerk. Verified calendar. Discussed with Team. Confirmed new date for Preliminary approval.	0.90	\$675.00	\$607.50
Service	02/01/2024	Review status and Court orders; work on approval issues and compile needed information; draft notice of motion and update proposed order	1.50	\$950.00	\$1,425.00
Service	02/13/2024	Draft motion for preliminary approval; analysis of Kullar issues and research FCRA standards; prepare approval outline; update proposed order; memo to Admin re declaration; email draft motion to Defendant.	4.50	\$950.00	\$4,275.00
Service	02/20/2024	Review file; draft declarations of Kathleen Leonard and ChaMarie Spears re motion for preliminary approval/ class rep service payment request; email to clients re draft declarations	3.75	\$675.00	\$2,531.25
Service	02/22/2024	Follow up w client/K Leonard re declaration in support of preliminary approval motion/service award request	0.20	\$675.00	\$135.00
Service	02/26/2024	Review file; follow up w Kathleen Leonard re draft declaration re preliminary approval.	0.30	\$675.00	\$202.50
Service	02/27/2024	Email to Kathleen Leonard re draft declaration re preliminary approval/service award request	0.40	\$675.00	\$270.00
Service	02/27/2024	Draft declaration ISO motion; prepare exhibits; research procedural history and other issues.	3.00	\$950.00	\$2,850.00
Service	02/28/2024	Review and revise motion; revise declaration; prepare final motion documents; file and serve motion; email Def; serve LWDA	2.75	\$950.00	\$2,612.50
Service	02/28/2024	Review final MPA for filing; discuss with KN	1.00	\$750.00	\$750.00
Service	02/28/2024	Final prelim papers and file.	3.00	\$995.00	\$2,985.00
Service	03/01/2024	Phone conference with Kathleen Leonard re draft declaration re service award request; revise declaration	0.75	\$675.00	\$506.25
Service	03/04/2024	Review signed client decl; file and serve decl	0.50	\$950.00	\$475.00
Service	03/13/2024	Reviewed Defendant's statement of non opposition for preliminary approval.	0.20	\$450.00	\$90.00
Service	03/20/2024	Review tentative on MPA; discuss with KN	0.40	\$750.00	\$300.00
Service	03/20/2024	Reviewed Court's tentative ruling re preliminary approval.	0.30	\$450.00	\$135.00
Service	03/20/2024	Analysis of tentative ruling; revise proposed order; revise class notice; draft objection and exclusion forms; emails with Def	2.00	\$950.00	\$1,900.00
Service	03/20/2024	Obtain Court's Tentative Ruling re Motion for Preliminary Approval. Forward and Circulate to handling attorneys for review and preparation for	0.20	\$250.00	\$50.00

		appearance.			
Service	03/21/2024	Court appearance - motion for prelim approval; review issues and prepare for hearing; memo to staff; review emails and respond to staff questions	1.00	\$950.00	\$950.00
Service	03/21/2024	Prepare final version of revised proposed order with exhibits; file and serve	1.00	\$950.00	\$950.00
Service	03/25/2024	Review status and docket; download order; email Def; update schedule and notes; memo to Admin with instructions and documents	1.00	\$950.00	\$950.00
Service	03/27/2024	Reviewed administration timeline from third party admin.	0.20	\$450.00	\$90.00
Service	03/27/2024	Review Admin email and timeline; respond	0.50	\$950.00	\$475.00
Service	03/29/2024	Reviewed revised preliminary approval order.	0.20	\$450.00	\$90.00
Service	04/12/2024	Reviewed preliminary calculations from third party admin.	0.20	\$450.00	\$90.00
Service	04/12/2024	Review preliminary numbers and calculations from settlement Admin; discuss with KN	0.30	\$750.00	\$225.00
Service	04/24/2024	Reviewed third party admin's Class Notice, Request for Exclusion Form, and Objection Form, for mailing.	0.40	\$450.00	\$180.00
Service	04/24/2024	Review Admin email and formatted notice documents; respond	0.40	\$950.00	\$380.00
Service	05/07/2024	Review and respond to class member inquiries regarding settlement.	0.90	\$850.00	\$765.00
Service	05/08/2024	Reviewed third party admin's status report re mailed notices.	0.20	\$450.00	\$90.00
Service	05/08/2024	Review status and admin report	0.25	\$950.00	\$237.50
Service	05/10/2024	Review class member emails; research issues; respond to emails	0.30	\$950.00	\$285.00
Service	05/23/2024	Review status; handle class member correspondence	0.30	\$950.00	\$285.00
Service	05/24/2024	Review admin report; circulate	0.20	\$750.00	\$150.00
Service	06/07/2024	Assess status of settlement process; discuss with KN re final approval and fee motion	0.40	\$750.00	\$300.00
Service	06/11/2024	Further review preliminary approval order and settlement agreement; discuss final approval with KN; begin drafting MFA/Fee motion	1.00	\$750.00	\$750.00
Service	06/12/2024	Review reports from settlement admins; review billing time and costs records for loadstar analysis; continue and finish drafting MFA/Fee Brief; circulate to KN and discuss	2.50	\$750.00	\$1,875.00

Service	06/12/2024	Review memo from JH; analysis of issue and review documents; advise JH	0.75	\$950.00	\$712.50
Service	06/18/2024	Review and revise draft motion for final approval	2.50	\$950.00	\$2,375.00
Service	06/18/2024	Review status; review Admin report	0.25	\$950.00	\$237.50
Service	06/19/2024	Review KN revisions to FMA/Fee brief; draft supporting declaration and circulate to KN for review	2.50	\$750.00	\$1,875.00
Service	06/19/2024	Prepare Table of Contents and Table of Authorities for Motion for Final Approval of Settlement.	1.00	\$250.00	\$250.00
Service	06/27/2024	Review status; email to Defendant; memo to admin.	0.50	\$950.00	\$475.00
Service	06/27/2024	Review and revise draft declaration ISO motion	2.00	\$950.00	\$1,900.00
Service	06/28/2024	Reviewed third party admin's status report re exclusions.	0.20	\$450.00	\$90.00
Service	06/28/2024	Review admin final numbers and opt-outs; compare to draft MFA	0.40	\$750.00	\$300.00
Service	06/28/2024	Review billing for accuracy; memo to staff regarding billing; work on settlement issues	1.00	\$950.00	\$950.00
Service	07/01/2024	Review and revise draft declaration; prepare exhibits; memo to staff; review final billing	2.00	\$950.00	\$1,900.00
Service	07/01/2024	Review and revise motion for final draft; update final figures; prepare final motion for filing; file and serve motion; serve LWDA; finalize proposed order	3.00	\$950.00	\$2,850.00
				Services Subtotal	\$301,828.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/29/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	08/11/2022	Onelegal/Filing Fee	1.00	\$1,494.06	\$1,494.06
Expense	09/14/2022	Onelegal Fee/Filing Fee	1.00	\$464.56	\$464.56
Expense	09/30/2022	KNOX - Messenger and Filing Service	1.00	\$128.35	\$128.35
Expense	09/30/2022	KNOX - Messenger and Filing Service	1.00	\$57.35	\$57.35
Expense	10/05/2022	Court/OneLegal Fees	1.00	\$16.60	\$16.60
Expense	10/05/2022	Court/OneLegal Fees	1.00	\$16.60	\$16.60
Expense	10/06/2022	Onelegal/Court Filing Fee	1.00	\$82.62	\$82.62
Expense	01/21/2023	Mediation Fees - David Rotman	1.00	\$13,250.00	\$13,250.00

Expense	04/03/2023	Lexis Nexis	1.00	\$314.00	\$314.00
Expense	05/01/2023	Lexis Nexis.	1.00	\$319.00	\$319.00
Expense	05/08/2023	court filing via One Legal	1.00	\$17.06	\$17.06
Expense	05/23/2023	FedEx	1.00	\$35.92	\$35.92
Expense	05/24/2023	Berger Consulting Fee.	1.00	\$7,325.00	\$7,325.00
Expense	05/31/2023	One Legal Invoice No. 05031878 (Class)	1.00	\$17.06	\$17.06
Expense	06/02/2023	Lexisnexis	1.00	\$1,040.00	\$1,040.00
Expense	06/12/2023	One Legal Invoice No. 05060590 (Class)	1.00	\$37.78	\$37.78
Expense	06/13/2023	One Legal Invoice No. 05063885 (Class)	1.00	\$30.39	\$30.39
Expense	06/13/2023	One Legal Invoice No. 05064752 (Class)	1.00	\$30.39	\$30.39
Expense	06/28/2023	Filing via One Legal	1.00	\$17.06	\$17.06
Expense	07/03/2023	Lexis Nexis	1.00	\$441.00	\$441.00
Expense	08/02/2023	LexisNexis	1.00	\$815.00	\$815.00
Expense	09/01/2023	Lexis Nexis	1.00	\$605.00	\$605.00
Expense	09/06/2023	One Legal Invoice No. 05292537 (Class)	1.00	\$17.06	\$17.06
Expense	09/07/2023	One Legal Invoice No. 05295246 (Class)	1.00	\$17.06	\$17.06
Expense	10/02/2023	LexisNexis	1.00	\$560.00	\$560.00
Expense	12/03/2023	LexisNexis	1.00	\$671.00	\$671.00
Expense	01/02/2024	LexisNexis	1.00	\$594.00	\$594.00
Expense	02/05/2024	LexisNexis	1.00	\$627.00	\$627.00
Expense	03/01/2024	Filing fee - motion	1.00	\$111.91	\$111.91
Expense	03/04/2024	One legal filing charge	1.00	\$19.12	\$19.12
Expense	03/04/2024	LexisNexis	1.00	\$693.00	\$693.00
Expense	03/22/2024	One legal filing charge	1.00	\$19.12	\$19.12
Expense	04/01/2024	LexisNexis	1.00	\$704.00	\$704.00
Expense	05/01/2024	LexisNexis	1.00	\$385.00	\$385.00
Expense	06/03/2024	Lexis Nexis	1.00	\$649.00	\$649.00
Expense	07/01/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$31,757.07	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	95.0	\$895.00	\$85,025.00
Norm Blumenthal	21.5	\$995.00	\$21,392.50
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	38.9	\$850.00	\$33,065.00
Ricardo Ehmann	22.35	\$675.00	\$15,086.25
Jeffrey Herman	62.9	\$750.00	\$47,175.00
Trevor Moran	1.9	\$450.00	\$855.00
Kyle Nordrehaug	64.6	\$950.00	\$61,370.00
Sergio Puche	44.0	\$675.00	\$29,700.00
Andrew Ronan	1.2	\$550.00	\$660.00
Heather Drosi	1.2	\$250.00	\$300.00
Subtotal			\$333,585.82
Total			\$333,585.82

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/31/2024	\$333,585.82	\$0.00	\$333,585.82
Outstanding Balance				\$333,585.82
Total Amount Outstanding				\$333,585.82

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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

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

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

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Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

CHAMARIE SPEARS, an individual, and
KATHLEEN LEONARD, an individual, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

VITALANT, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. **22-CIV-03291**

**DECLARATION OF CHAMARIE
SPEARS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: March 21, 2024

Hearing Time: 9:00 a.m.

Judge: Hon. Susan L. Greenberg
Dept.: 3

Action Filed: September 27, 2022

Trial Date: Not set

1 I, ChaMarie Spears, declare as follows:

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

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

9 3. I worked for defendant Vitalant in California from July of 2021 to May of 2023 and
10 during that time period I was classified by Vitalant as a non-exempt employee.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code and the Fair Credit Reporting Act. I have no personal relationship or family ties to
14 my attorneys or any officer of the Court. I am not aware of having any actual or potential
15 conflicts of interest with another class member in this case nor am I aware of having any actual
16 or potential conflicts of interest with ILYM Group, Inc., the settlement administrator. I am not
17 aware of any other pending matter or action asserting claims that will be extinguished or
18 adversely affected by this settlement.
19

20 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
21 because I felt that my legal rights as an employee and others like me were violated. For
22 example, due in part to understaffing combined with a high work volume, I was regularly unable
23 to take compliant meal and rest breaks. While I did receive meal break penalty payments when
24 meal break violations occurred, I did not receive rest break penalty payments for rest break
25 violations. I was also not paid for all compensable time such as when I had to spend time off the
26

1 clock adhering to Vitalant's rules which involved putting on and taking off personal protective
2 gear. I was also required to use my personal cell phone for work-related issues such as clocking
3 in and out, requesting time off and viewing my schedule. I was not reimbursed for the expenses I
4 incurred using my phone for work-related purposes. In addition, during the hiring process, I was
5 required to complete an application and sign a consent form permitting a background check to be
6 conducted on me. However, as I have since come to understand, the disclosure forms included
7 extraneous information such as state law notices and, therefore, rendered the background check
8 non-compliant with the law.

10 6. I spoke to my attorneys several times and discussed how Vitalant implemented
11 its company policies and procedures. I also assisted my attorneys in their investigation into my
12 claims by providing them documents and answering their questions. I reviewed the complaint
13 before it was filed and after it was filed I was given access to an electronic file sharing program
14 that alerted me via email when important documents were filed so that I could review them and
15 keep up with the developments in the case which I understood was one of my duties as a class
16 representative. I was also able to access documents from this case on the firm's website.

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

25 8. I understood that being a plaintiff/class representative in this case meant that I
26 was seeking damages not only for myself but also other individuals who make up the class. I felt

1 that these individuals were not aware of their labor law rights and even if they were they would
2 probably be apprehensive about speaking up or even simply because of the time, effort and risk
3 involved in filing a class action lawsuit.

4 9. I understood that being a part of this lawsuit involved risks. For example, my
5 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
6 pay for all or part of the attorney fees and costs paid by Vitalant to defend this lawsuit. Also, I
7 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
8 against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this case
9 it would not be difficult for a future employer to become aware that I sued my employer for labor
10 law violations. Ultimately I decided these risks were worth it and decided to fight for my rights
11 and the rights of others regardless of the risks, time and effort I spent on this case.
12

13 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
14 kept up to date on important developments by reviewing court filings that were made available to
15 me electronically as I described above.
16

17 11. A mediation took place on April 28, 2023 with David Rotman, a well-respected
18 and experienced mediator of wage and hour class actions. After the mediation the parties were
19 able to reach an agreement to settle the action based on a mediator's proposal. I communicated
20 with my attorneys regarding the terms of the settlement which was reached between the parties
21 and understood that I was representing absent class members and therefore wanted the best
22 possible result to be obtained for the class members and I believe a very positive result was in
23 fact achieved via settlement.
24

25 12. I have been actively involved with this lawsuit performing the duties described above.
26 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
27

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

7 13. My attorneys explained to me that the settlement process involves a two-step
8 review by the Court to determine whether the settlement is fair before approving the settlement.
9 I know this process also involves notifying all class members of the settlement terms and of their
10 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
11 settlement.
12

13 14. I believe I did the right thing by filing this case on behalf of the class members who,
14 subject to court approval, are in line to receive monetary payments as a result of this case and
15 settlement. This is money they may never have ever gotten if I did not pursue this action on their
16 behalf. I feel significant personal satisfaction to know that I played a role in the class members
17 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
18 the requested Class Representative Service Payment of \$12,500 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
20

21 15. As part of the settlement it was necessary for me to sign a general release of claims I
22 may have against Vitalant. I believe the Class Representative Service Payment I have requested
23 provides me with some compensation for this agreed release.
24

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing my employer, the exposure to being responsible for paying the defendant's costs in the
27 event we did not win the case, the reputational risk that future employers may hold this lawsuit
28

1 against me, the general release and in light of the size of the settlement, I believe the request for
2 \$12,500 as a Class Representative service payment is fair and reasonable.

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

5 Executed on Feb 20, 2024, at Oakland, CA
6 (city, state)

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8 ChaMarie Spears (Feb 20, 2024 13:33 PST)
9 ChaMarie Spears
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EXHIBIT #7

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

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3 2255 Calle Clara

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4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN MATEO**

10
11 CHAMARIE SPEARS, an individual, and
12 KATHLEEN LEONARD, an individual, on
13 behalf of themselves and on behalf of all
persons similarly situated,

14 Plaintiffs,

15 vs.

16 VITALANT, a Corporation; and DOES 1
17 through 50, inclusive,

18 Defendants.

Case No. **22-CIV-03291**

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**DECLARATION OF KATHLEEN
LEONARD IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: March 21, 2024

Hearing Time: 9:00 a.m.

Judge: Hon. Susan L. Greenberg
Dept.: 3

Action Filed: September 27, 2022

Trial Date: Not set

1 I, Kathleen Leonard, declare as follows:

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

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

9 3. I worked for defendant Vitalant in California from May of 2022 to September of 2022
10 and during that time period I was classified by Vitalant as a non-exempt employee.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code and the Fair Credit Reporting Act. I have no personal relationship or family ties to
14 my attorneys or any officer of the Court. I am not aware of having any actual or potential
15 conflicts of interest with another class member in this case nor am I aware of having any actual
16 or potential conflicts of interest with ILYM Group, Inc., the settlement administrator. I am not
17 aware of any other pending matter or action asserting claims that will be extinguished or
18 adversely affected by this settlement.
19
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For
23 example, due in part to understaffing combined with a high work volume, I was regularly unable
24 to take compliant meal and rest breaks. While I did receive meal break penalty payments when
25 meal break violations occurred, I did not receive rest break penalty payments for rest break
26 violations. I was also not paid for all compensable time such as when I had to spend time off the
27

1 clock adhering to Vitalant's rules which involved stocking shelves and cabinets and ripping
2 down boxes. Other off the clock work included computer tutorials I was required to complete. I
3 was also required to use my personal cell phone for work-related issues such as clocking in and
4 out, requesting time off and viewing my schedule. I was not reimbursed for the expenses I
5 incurred using my phone for work-related purposes. In addition, during the hiring process, I was
6 required to complete an application and sign a consent form permitting a background check to be
7 conducted on me. However, as I have since come to understand, the disclosure forms included
8 extraneous information such as state law notices and, therefore, rendered the background check
9 non-compliant with the law.
10

11 6. I spoke to my attorneys several times and discussed how Vitalant implemented
12 its company policies and procedures. I also assisted my attorneys in their investigation into my
13 claims by providing them documents and answering their questions. I reviewed the amended
14 complaint before it was filed and I was given access to an electronic file sharing program that
15 alerted me via email when important documents were filed so that I could review them and keep
16 up with the developments in the case which I understood was one of my duties as a class
17 representative. I was also able to access documents from this case on the firm's website.
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22 and understood that I was representing absent class members and therefore wanted the best
23 possible result to be obtained for the class members and I believe a very positive result was in
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26 12. I have been actively involved with this lawsuit performing the duties described above.
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1 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
2 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
3 the settlement process. I estimate that I spent approximately 40-50 hours working on this case
4 up until this point. I believe I have been diligent and have done what is expected of a named
5 plaintiff and a proposed class representative to date, and will continue to do so. I have and
6 always will maintain the best interest of the class members.
7

8 13. My attorneys explained to me that the settlement process involves a two-step
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26 16. In light of all the time and effort I have spent on this case, the risk I undertook by
27 suing a former employer, the exposure to being responsible for paying the defendant's costs in
28

1 the event we did not win the case, the reputational risk that future employers may hold this
2 lawsuit against me, the general release and in light of the size of the settlement, I believe the
3 request for \$12,500 as a Class Representative service payment is fair and reasonable.

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

6 Executed on Mar 1, 2024, at Sacramento, CA.
7 (city, state)

8 *kathleen leonard*
9 kathleen leonard (Mar 1, 2024 14:28 PST)
10 Kathleen Leonard