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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF VENTURA**
12

13 PAOLA URIBE, individually, MARIA
SOTO, individually, and on behalf of
14 others similarly situated,
Plaintiffs,

15 vs.

16 MONROE OPERATIONS, LLC, (dba
Newport Healthcare, Newport Academy,
17 Newport Institute, and Center for
Families)), and DOES ONE through
18 TWENTY inclusive,
19 Defendants.
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CASE NO.: **56-2021-00561341-CU-OE-VTA**

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

Hearing Date: May 31, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Mark S. Borrell
Dept.: 40

Action Filed: December 17, 2021
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Paola Uribe, Maria Soto, Karen Hart, Wilson Chung, and Lisa Burton
4 (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Monroe Operations,
9 LLC (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who were employed by Defendant in
12 California and classified as a non-exempt employee at any time during the Class Period”, which is
13 July 7, 2018 through January 7, 2024; (3) provisionally appointing Plaintiffs as the representatives
14 of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
15 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Daniel F. Gaines and Alex P.
16 Katofsky of Gaines & Gaines, APLC, and Stan S. Mallison of Mallison & Martinez as Class
17 Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that
18 notice of the proposed settlement be given to the class; (7) appointing Apex Class Action LLC as
19 Administrator, and (8) scheduling a final approval hearing date, proposed for October 1, 2024 to
20 consider Plaintiffs’ motion for final approval of the settlement and for approval of attorneys’ fees
21 and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and
22 PAGA Settlement Agreement (“Agreement”) along with exhibits thereto. The form of the
23 Agreement is based upon the Los Angeles County Superior Court model form for a class and PAGA
24 settlement. This Declaration incorporates by reference the definitions in the Agreement, and all
25 terms defined therein shall have the same meaning as set forth in the Agreement.

26
27 Fairness of Settlement

28 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
of Two Million One Hundred Ninety-Five Thousand Dollars (\$2,195,000) (the “Gross Settlement

Amount”) is to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the payments to Participating Class Members from the Net Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys' fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.)

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

5. On August 1, 2023, the Parties participated in an all-day mediation session presided over Brandon McKelvey, a respected jurist and experienced mediator of wage and hour class actions. In preparation for the mediation, Defendant provided Class Counsel with payroll, time and employment data, along with and other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement terms were negotiated and set forth in the Agreement now presented for this Court’s approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

6. Based upon 353 Class Members who worked an estimated 26,374 work weeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$6,218 per Class Member and \$83 per workweek and after deductions the Net Settlement Amount provides an average recovery of \$2,837.26 per Class Member and a recovery of \$37.97 per workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs’ damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be \$10,847 for

1 alleged unpaid overtime premium wages, \$918,840 for the alleged unpaid wages for off-the-clock
2 work due to at 1 hour per week, \$42,567 for the alleged unpaid wages due to miscalculation of the
3 regular rate when paying wages, \$36,383 for the alleged underpayment of meal period premiums
4 and sick pay, \$1,269,229 for alleged meal period damages based upon a 53% potential violation rate
5 for shifts worked and after accounting for the meal premiums (\$715,725) actually paid by
6 Defendant, \$1,539,064 for alleged rest period damages based upon the same 53% potential violation
7 rate for shifts worked, \$104,785 for alleged unreimbursed business expenses at \$5 per month for
8 personal cell phone usage. As a result, the total damage valuation was calculated that Defendant
9 was subject to a maximum damage claim in the amount of \$3,921,715. As to potential penalties,
10 Plaintiffs calculated that potential waiting time penalties were a maximum of between \$1,009,192
11 and \$1,488,418, and potential maximum wage statement penalties were \$1,073,188.¹ Defendant
12 vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross
13 Settlement Amount of \$2,195,000 represents more than 48% of the maximum value of the alleged
14 damages at issue in this case at the time this Settlement was negotiated.² The above maximum
15 calculations should then be adjusted in consideration for both the risk of class certification and the
16 risk of establishing class-wide liability on all claims. Given the amount of the settlement as
17 compared to the potential value of claims in this case and the defenses asserted by Defendant, this
18 settlement is fair and reasonable.

19 20 Procedural History of the Litigation

21 7. On June 9, 2022, Plaintiff Burton filed with the LWDA and served on
22

23 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
24 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
25 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium
26 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
27 and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

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

1 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
2 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The
3 PAGA Notice by Plaintiff Burton is attached hereto as Exhibit #3 for the Court's reference.

4 8. On December 17, 2021, plaintiffs Paola Uribe and Maria Soto commenced a class
5 and PAGA action by filing a complaint against Defendant in the Superior Court of the State of
6 California, County of Ventura ("Uribe Action"). The Uribe Action asserted class claims against
7 Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
8 failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
9 (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4)
10 failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5)
11 failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure
12 to provide accurate itemized wage statements in violation of California Labor Code § 226;(7) failure
13 to provide indemnification for necessary business expenses in violation of Cal. Labor Code § 2802;
14 and (8) a representative claim for violation of the Private Attorney Genera Act ("PAGA") under Cal.
15 Labor Code § 2699.

16 9. A part of this Settlement, Plaintiffs are filing an amended complaint in the Uribe
17 Action to amend the Uribe Action to include the claims and plaintiffs from the Burton Action,
18 Chung Action and Hart Action. This amended Complaint is the operative complaint (the "Operative
19 Complaint").

20 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
21 including formal and informal discovery, and the production of documents, class data, and other
22 information, allowing for the full and complete analysis of liabilities and defenses to the claims in
23 the Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the
24 class; (2) payroll data and time punch data for the Class covering 92,172 shifts and 20,788
25 workweeks; (3) Defendant's wage and hour policies; (4) the employment files for the Plaintiffs; and,
26 (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data
27 and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of
28 the claims for the Class.

11. Class Counsel has extensive experience in litigating wage and hour class actions in

1 California. The Parties have vigorously litigated the Action since inception. During the course of
2 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
3 Defendant have engaged in significant discovery, research and investigation in connection with the
4 Action. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of
5 this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

6 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
7 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
8 documents and information in connection with the Action. On August 1, 2023, the Parties
9 participated in an all-day mediation presided over by Brandon McKelvey, a respected and
10 experienced mediator of wage and hour class actions. Following the mediation, each side,
11 represented by its respective counsel, were able to agree to settle the Action based upon a mediator's
12 proposal which was memorialized in a memorandum of understanding. The Parties then negotiated
13 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were
14 arm's length and contentious.

15 13. Although a settlement has been reached, Defendant denies any liability or
16 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
17 any purpose other than settlement, the Action is appropriate for class and/or representative
18 treatment. Defendant contends, among other things, that it has complied at all times with the
19 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
20 Defendant contends that class certification is inappropriate for any reason other than for settlement.
21 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
22 that the Action is appropriate for class certification on the basis that the claims meet the requisites
23 for class certification. Without admitting that class certification is proper, Defendant has stipulated
24 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The
25 Parties agree that certification for settlement purposes is not an admission that class certification is
26 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
27 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
28 stipulate and agree that the requisites for establishing class certification with respect to the Class are
satisfied.

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

13
14 Settlement Terms and Plan of Allocation

15 15. The Gross Settlement Amount is Two Million One Hundred Ninety-Five Thousand
16 Dollars (\$2,195,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount
17 consists of the following elements: (1) payment of the Individual Class Payments to the
18 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation
19 Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
20 Payments to the Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross
21 Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The
22 Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

23 16. Within fourteen (14) days of the Effective Date, Defendant shall deposit the
24 Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of
25 Individual Class Payments to Participating Class Members along with the other Court-approved
26 distributions shall be made by the Administrator within fourteen (14) days after Defendant funds the
27 Gross Settlement Amount. (Agreement at ¶ 5.1.)

28 17. The amount remaining in the Gross Settlement Amount after the deduction of

1 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
2 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
3 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
4 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
5 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
6 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
7 total number of Workweeks worked by all Participating Class Members during the Class Period and
8 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
9 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will
10 have the right to challenge the number of Workweeks.

11 18. Class Members may choose to opt-out of the Settlement by following the directions
12 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
13 shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response
14 Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.43,
15 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
16 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
17 (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request,
18 will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the
19 Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).)
20 Finally, the Class Notice advises the Class Members of their right to object to the Settlement and/or
21 dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

27 20. Subject to Court approval, the Parties have agreed on Phoenix Class Action to
28

1 administer the settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator
2 will be paid for settlement administration in an amount not to exceed \$18,000. (Agreement at ¶
3 3.2(c).) Apex Class Action provided an estimate of \$15,500 for administration expenses.

4 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
5 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
6 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
7 Class Counsel Litigation Expenses Payment in an amount not to exceed \$50,000. (Agreement at ¶
8 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
9 each to the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

10 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
11 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
12 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$316,780.40. (Agreement at
13 ¶ 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall
14 be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency
15 (“LWDA”) as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to
16 be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay
17 Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has
18 been served with this motion and the Agreement.

19
20 Risks of Continued Litigation and Standards for Approval

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

28 24. Here, a number of defenses asserted by Defendant present serious threats to the

1 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
2 complied with all applicable Labor laws. Defendant argued that Class Members were paid for all
3 time worked and that all work time was properly recorded. Defendant maintained there was no
4 miscalculation of the regular rate when paying wages to the Plaintiffs and the Class. Defendant
5 contends that its meal and rest period policies fully complied with California law and Defendant did
6 not fail to provide the opportunity for legally required meal and rest breaks. Defendant could argue
7 that its payment of significant meal period premiums is evidence of its lawful practices. Defendant
8 contend that there was no failure to pay for business expenses and any cell phone usage was merely
9 convenient and voluntary such that reimbursement was not legally required. Finally, Defendant
10 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
11 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
12 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good
13 faith and without willfulness, which if accepted would negate the claims for waiting time penalties
14 and/or inaccurate wage statements. If successful, Defendant's defenses could eliminate or
15 substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be
16 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to
17 recovery by the Class.

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

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

1 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
2 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
3 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
4 of litigation. The Declaration of the Plaintiffs are submitted herewith in support. At this stage, the
5 requested service award is within the accepted range of awards for purposes of preliminary
6 approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11
7 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate);
8 *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
9 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist.
10 LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was
11 \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
12 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
13 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
14 overtime class action and a pool of \$100,000 in enhancements).

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

25 29. Based on the foregoing data and their own independent investigation and evaluation,
26 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
27 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
28 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel

1 for both parties possessed sufficient information to make an informed judgment regarding the
2 likelihood of success on the merits and the results that could be obtained through further litigation.

3
4 Class Certification Issues

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

9 All individuals who are or previously were employed by Defendant in the State of
10 California on a non-exempt basis at any time during the Class Period who did not
sign arbitration agreements.

11 (Agreement at ¶ 1.5.)

12 The Class Period is from July 7, 2018 through January 7, 2024. (Agreement at ¶ 1.13).

13 a. **Numerosity** - Here, Plaintiffs assert that the 353 current and former
14 employees that comprise the Class can be identified based on Defendant's records and are
15 sufficiently numerous for class certification.

16 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
17 questions of law and fact are present, specifically the common questions of whether Defendant's
18 employment practices were lawful, whether Defendant failed to provide meal and rest periods to
19 Class Members, whether Class members were lawfully compensated for all hours worked, whether
20 Defendant miscalculated the regular rate when paying Class Member overtime, meal period
21 premiums and/or sick pay, whether Defendant failed to provide required expense reimbursement,
22 and whether Class Members are entitled to damages and penalties as a result of these practices.
23 Plaintiffs contend that certification of this Class is appropriate because Defendant allegedly engaged
24 in uniform practices with respect to the Class Members. As a result, these common questions of
25 liability could be answered on a class wide basis.

26 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
27 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as
28 non-exempt employees, and, like every other member of the Class, were subject to the same
employment practices. Plaintiffs, like every other member of the Class, also claim owed

1 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
2 claims of Plaintiffs and the members of the Class arise from the same course of conduct by
3 Defendant, involve the same issues, and are based on the same legal theories.

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

16 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
17 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
18 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
19 experience. We have handled a number of class actions and complex cases and have acted both as
20 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
21 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
22 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
23 employment law class actions, including claims for misclassification, overtime, expense
24 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
25 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
26 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
27 adequate counsel by the courts throughout California. We have been approved as experienced class
28 counsel by both state and federal courts in California in contested class certification proceedings. A
true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this

1 settlement is defined as “all who are or previously were employed by Defendant in the State of
2 California on a non-exempt basis at any time during the Class Period who did not sign arbitration
3 agreements.” I have reviewed my firm’s cases and representation of other plaintiffs and there is no
4 conflict or representation which would prevent my firm from representing the interests of the Class
5 this case. My firm only represents employees, and not employers. My firm has never represented
6 Defendant nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this
7 litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance
8 to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims
9 on behalf of other employees and classes as the claims are all against different and distinct
10 employers. I can think of no conflict that would arise in our representation of the Class and our
11 adequate representation of the Class is evidenced by the successful prosecution of the class claims to
12 reach an excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have
13 any affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement
14 for my firm is satisfied.

15 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
16 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
17 *“A” to the Agreement.*) In accordance with the Agreement, Defendant will provide to the
18 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.2.)
19 Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to all
20 Class Members via first-class U.S. Mail using the most current mailing address information
21 available. (Agreement at ¶ 8.4(b).) The Class Notice Packet shall include a Spanish translation.
22 (Agreement at ¶ 1.11.) The Class Notice will include, among other information: (i) information
23 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
24 including a description of the applicable release; (iii) information to the Class Members regarding
25 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
26 each of the Class Members; (v) the amount of attorneys’ fees and expenses to be sought; (vi) the
27 amount of the Plaintiffs’ service award request; and (vi) the anticipated expenses of the
28 Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from
the date that the Class Notice is mailed to them (the “Response Deadline”) to request exclusion

(opt-out) or to submit a written objection. (Agreement at ¶¶ 1.43, 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement and the request for attorneys' fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Individual Class Payment. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

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

b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between \$1,831,350 and \$3,662,700 for a single violation in every one of the 36,627 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate

1 per pay period but without stacking.³ The PAGA allocation in the Settlement is the amount of
2 \$316,780.40. This allocation is justified by several important considerations. First, the PAGA
3 claim was subject to the same risks as the underlying class claims. Second, Defendant asserted
4 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
5 penalties. Importantly, Defendant argued that as a non-profit hospital, significant PAGA penalties
6 would be unlikely and would be reduced under such particular “circumstances” under Cal. Labor
7 Code §2699(e)(2) and/or “would result in an award that is unjust, arbitrary and oppressive, or
8 confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could also argue that no penalties
9 prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled.
10 These additional defenses present a risk to the PAGA claim and the potential that some or all of the
11 PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App.
12 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5 per
13 violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than
14 Plaintiffs’ calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that
15 violations for all 36,627 pay periods were established, using the valuation from *Carrington* results
16 in a potential recovery of only \$183,135 under PAGA. This means that the PAGA allocation in the
17 Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of
18 PAGA are also served by the Class recovery under the reasoning of the LWDA in *O’Connor v.*
19 *Uber*.

20 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
21 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
22 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
23 approximately 14% of the total settlement value to resolve the PAGA claims is also supported by
24 what has been approved in other wage-and-hour class settlements. Indeed, Courts typically approve
25 PAGA settlement amounts in the range of between 0.27 to 2 percent of the total settlement. See

26
27 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
28 The valuation of between \$1,831,350 and \$3,662,700 is the civil penalty amount without stacking.
If stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of
2 \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S.
3 Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class
4 settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA
5 Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis
6 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000
7 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011)
8 (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement);
9 *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA
10 payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v.*
11 *Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was
12 .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO,
13 Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to
14 the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141
15 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the
16 PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class
17 settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No.
18 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000
19 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case
20 No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846
21 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles
22 Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of
23 \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D.
24 Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount);
25 *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA
26 penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange
27 County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as
28 PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San
Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties

1 or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino
2 Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of
3 \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino
4 Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of
5 \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No.
6 BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount);
7 *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA
8 penalties or 0.34% of \$1,450,000 settlement amount).

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

1 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
2 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
3 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
4 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
5 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
6 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
7 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
8 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
9 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
10 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
11 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
12 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
13 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
14 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
15 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
16 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
17 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
18 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
19 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
20 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
21 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
22 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
23 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
24 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
25 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
26 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
27 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
28 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a

1 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
2 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
3 award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company*
4 (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-
5 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
6 *Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
7 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*
8 *v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
9 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
10 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
11 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
12 October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No.
13 CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class
14 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior
15 Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and
16 hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County
17 Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee
18 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
19 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
20 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third
21 of the common fund is therefore reasonable in light of the fees that have been awarded in other
22 similar cases.

23
24 35. Class Representative Service Payments - The reasonableness of the requested service
25 award is also established by reference to the amounts that other California courts have found to be
26 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
27 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
28 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.

1 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
2 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
3 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
4 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
5 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
6 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
7 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
8 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
9 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
10 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
11 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
12 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
13 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
14 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
15 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
16 2011)(awarding \$10,000 service award together with additional compensation for their general
17 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
18 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
19 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
20 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
21 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
22 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
23 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
24 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
25 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
26 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
27 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
28 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS

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

13
14 36. Potentially Related Other Actions - Besides this Action and the Burton, Chung and
15 Hart Actions also resolved by this settlement, I am not aware of any other pending matter or action
16 asserting claims that will be extinguished or affected by the Settlement. (Agreement at ¶ 2.10.)
17

18 37. Administration - After seeking bids from qualified administrators, the estimate from
19 Phoenix Class Action is was selected, as it provided for an estimate of \$15,500 to perform the
20 settlement administration for a Class of 400 and a PAGA group of 1,500, with any difference
21 between the actual expenses and the budget of \$18,000 to be retained in the Net Settlement Amount
22 for distribution to the Class. I have used Phoenix Class Action successfully as the administrator in
23 more than ten class settlements in the last few years and know them to be competent and
24 experienced. My firm has no relationship or connection with Phoenix Class Action, and thus no
25 conflict of interest exists. Attached hereto as Exhibit #4 is a true and correct copy of the
26 Declaration of Jodey Lawrence from Phoenix which includes their estimate for administration for
27 this matter.
28

Service on the LWDA:

38. At the same time as the filing and service of this declaration, I am also serving the LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA Settlement Agreement. This service is verified by the accompanying proof of service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of May, 2024, at La Jolla, California.

By: /s/ Kyle Nordrehaug
 Kyle R. Nordrehaug, Esq.
 Attorney for Plaintiffs

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Karen Hart, Wilson Chung, Lisa Burton, Paola Uribe, and Maria Soto (“Plaintiffs”) and defendant Monroe Operations, LLC (“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. “Actions” means the following lawsuits against Defendant alleging wage and hour violations: *Paola Uribe and Maria Soto v. Monroe Operations, LLC*, Case No. 56-2021-00561341-CU-OE-VTA, initiated on December 17, 2021, pending in the Superior Court of California, County of Ventura, *Karen Hart v. Monroe Operations, LLC dba Newport Healthcare*, Case No. 22CV007600, initiated on February 25, 2022, pending in the Superior Court of California, County of Alameda; *Wilson Chung and Lisa Burton v. Monroe Operations, LLC*, Case No. 30-2022-01268754-CU-OE-CXC, initiated on July 7, 2022, and removed to the United States District Court, Central District of California, Case No. SACV-22-01798-JWH (JPRx); and *Lisa Burton v. Monroe Operations, LLC*, Case No. 30-2022-01277013-CU-OE-CXC, initiated on August 24, 2022 and pending in the Superior Court of California, County of Orange.
- 1.2. “Administrator” means Phoenix Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in the State of California on a non-exempt basis at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in the State of California on a non-exempt basis at any time during the Class Period who did not sign arbitration agreements.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC, and Stan S. Mallison and Hector Martinez of Mallison & Martinez.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigations, their filings of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.8. “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), whether the Class Member signed an arbitration agreement, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from July 7, 2018 through January 7, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to each Plaintiff as Class Representatives in order to compensate for them initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Ventura.

- 1.17. “Defendant” means Monroe Operations, LLC.
- 1.18. “Defense Counsel” means Gene Ryu, and Penny Chen of K&L Gates LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) 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) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (b) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) if a timely appeal, writ, or other challenge to the Settlement is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Two Million One Hundred Ninety-Five Thousand Dollars (\$2,195,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means a consolidated class and PAGA amended complaint, amending the complaint in the Uribe Action to include the claims and plaintiffs from the Burton Action, Chung Action and Hart Action.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from December 17, 2020 through January 7, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means any and all letters submitted by any plaintiff to the LWDA alleging Labor Code violations, including (1) plaintiff Lisa Burton’s June 9, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), (2) Karen Hart’s December 7, 2021 and December 21, 2021 letters to Defendant, “Newport Healthcare Advisors, LLC,” and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and (3) Paola Uribe and Maria Soto’s December 17, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$79,195.10) and the 75% to LWDA (\$237,585.30) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” means Karen Hart, Wilson Chung, Lisa Burton, Paola Uribe, and Maria

Soto, the named plaintiffs in the Actions.

- 1.38. “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.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. Released Class Claims specifically include but are not limited to any claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or which reasonably could have been alleged under the same or similar facts pleaded in the Operative Complaint, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, pleaded in the Operative Complaint.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period. Released PAGA Claims specifically include claims for PAGA penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or which reasonably could have been alleged under the same or similar facts pleaded in the Operative Complaint or PAGA Notices, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts pleaded in the Operative Complaint or PAGA Notices.

- 1.41. “Released Parties” means: Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On December 17, 2021, plaintiffs Paola Uribe and Maria Soto commenced a class and PAGA action by filing a complaint against Defendant in the Superior Court of the State of California, County of Ventura (“*Uribe Action*”). The complaint asserted the following claims against Defendant:
- (a) Failure to pay minimum wages;
 - (b) Failure to pay overtime wages;
 - (c) Failure to provide rest periods or premium pay;
 - (d) Failure to provide meal periods or premium pay;
 - (e) Indemnification for necessary business expenditures;
 - (f) Failure to maintain and provide accurate itemized employee wage statements and records; and,
 - (g) Violation of Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et seq.
 - (h) Penalties Under Labor Code § 2698 et seq.
- 2.2. On February 25, 2022, plaintiff Karen Hart commenced a representative action under the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) by filing a complaint against Defendant in the Superior Court of the State of California, County of Alameda (“*Hart Action*”). The representative action complaint sought penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 512, 1174, 1174.5, and 1198, and pursuant to Labor Code § 2699(a) for

violations of Labor Code §§ 226.3 and 558.

2.3. On July 7, 2022, plaintiffs Wilson Chung and Lisa Burton commenced a class action by filing a complaint against Defendant in the Superior Court of the State of California, County of Orange which was later removed by Defendant to the United States District Court, Central District of California (“*Chung Action*”). The complaint asserted 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 provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.4. On August 24, 2022, plaintiff Lisa Burton commenced a PAGA representative action against Defendant in the Superior Court of California County of Orange (“*Burton Action*”). The complaint sought civil penalties pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

2.5. On August 1, 2023, the Parties participated in an all-day mediation presided over by Brandon McKelvey, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. Following the mediation, the Parties agreed to amend the Uribe Action to include the claims and plaintiffs from the Burton Action, Chung Action and Hart Action in a consolidated class and PAGA amended complaint (the “Operative Complaint”).

- 2.7. 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.
- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions 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 Actions 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.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$2,195,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000, each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' requests for the Class Representative Service Payments that each do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses

Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. 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 Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$731,666, and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. 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, Class Counsel Litigation Expenses Payment, or any other claim for attorney's fees and costs relating to the Actions. 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. The payment of the Class Counsel Fees Payment shall be made as follows: 40% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 40% to Gaines & Gaines, APLC, and 20% Mallison & Martinez. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$18,000 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 \$18,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: Aggrieved Employees will be bound by the PAGA Release and PAGA Payments will be made regardless of whether Aggrieved Employees opt out of the Settlement under the principles outlined in *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986. PAGA Penalties in the amount of \$316,780.40 to be paid from the Gross Settlement Amount, with 75% (\$237,585.30) allocated to the LWDA PAGA Payment and 25% (\$79,195.10) allocated to the Individual PAGA Payments. The issuance of the PAGA Penalties will be split as follows:

- i. The first payment of \$38,330.40 (“First PAGA Payment”) will be applicable to the Aggrieved Employees who did not sign arbitration agreements. The Administrator will calculate each Individual PAGA Payment to the Aggrieved Employees who did not sign arbitration agreements by (a) dividing the amount of those individuals’ 25% share of the First PAGA Payment (\$9,582.60) by the total number of PAGA Pay Periods worked by the Aggrieved Employees who did not sign arbitration agreements during the PAGA Period and (b) multiplying the result of each Aggrieved Employee who did not sign an arbitration agreement’s PAGA Pay Periods.
 - ii. The second payment of \$278,480 (“Second PAGA Payment”) will be applicable to the Aggrieved Employees who did sign arbitration agreements. The Administrator will calculate each Individual PAGA Payment to the Aggrieved Employees who did sign arbitration agreements by (a) dividing the amount of those individuals’ 25% share of the Second PAGA Payment (\$69,620) by the total number of PAGA Pay Periods worked by the Aggrieved Employees who did sign arbitration agreements during the PAGA Period and (b) multiplying the result of each Aggrieved Employee who did sign an arbitration agreement’s PAGA Pay Periods.
 - iii. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - iv. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 353 Class Members who collectively worked a total of 26,374 Workweeks, and 1,588 Aggrieved Employees who worked a total of 36,627 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the 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 Gross Settlement Amount. Defendant shall fully fund the Gross 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 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

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

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

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. The Administrator's mailing or re-mailing of the Class Notice and/or payments to Participating Class Members and Aggrieved Employees will be presumed to constitute adequate notice of this Settlement and delivery of payment.
- 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, vesting of benefits, paid time off, or bonuses) beyond those specified in this Agreement.
- 6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that

Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

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

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

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

- 7.1. 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 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model

Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting 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 Phoenix Class Action to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

8.4. Notice to Class Members.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long

as they are consistent with the Class Data. In event of a dispute, it is presumed that Defendant's records control unless dispute is supported by documentation. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel along with any supporting documentation to determine whether there is a dispute supported by documentation. Class Counsel may participate in the challenge to the extent required to meet Class Counsels' obligations. Upon review of all supporting documentation, 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.

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to 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). Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement unless permitted under the California Rules of Professional Conduct or Court order, and such representation poses no conflict to Class Counsel’s duties under this Agreement.

- (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. Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement unless permitted under the California Rules of Professional Conduct or Court order, and such representation poses no conflict to Class Counsel’s duties under this Agreement.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court

attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 17% of the estimate stated herein in paragraph 4.1 (i.e., if the Workweeks exceed 30,858), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reached 30,858, or (2) increase the Class Settlement amount of \$1,878,220 on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 17% (i.e., if there was an 18% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Class Settlement by 1%). Should the PAGA Pay Periods ultimately increase by more than 17% of the estimate stated herein in paragraph 4.1 (i.e., if the PAGA Pay Periods exceed 42,854), Defendant, at its option, can either choose to: (1) cut off the end date of the PAGA Period as of the date on which the number of PAGA Pay Periods reaches 42,854, or (2) increase the PAGA Penalties amount of \$316,780.40 on a proportional basis equal to the percentage increase in number of PAGA Pay Periods worked by the Aggrieved Employees above the 17% (i.e., if there was an 18% increase in the number of PAGA Pay Periods during the PAGA Period, Defendant would agree to increase the PAGA Penalties by 1%).
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect 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 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit 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 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves 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).

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. Plaintiff, 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. Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement unless permitted under the California Rules of Professional Conduct or Court order, and such representation poses no conflict with Class

Counsel's obligations under this Agreement. 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.
- 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 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, Plaintiff 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

Daniel F. Gaines
Alex P. Katofsky
Gaines & Gaines, APLC
4550 E. Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Tel.: (818) 703-8985
Fax: (818) 703-8984

E-Mail: daniel@gaineslawfirm.com
alex@gaineslawfirm.com

Stan S. Mallison
Hector R. Martinez
Mallison & Martinez
1939 Harrison Street, Suite 730
Oakland, CA 94612
Tel.: (510) 832-999
Fax: (510) 832-1101
E-Mail: StanM@TheMMLawFirm.com
HectorM@TheMMLawFirm.com

To Defendant:

Eugene Ryu
Penny Chen Fox
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
Tel.: (310) 553-5000
Fax: (310) 553-5001
E-Mail: Gene.Ryu@klgates.com
Penny.Chen@klgates.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on August 1, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05 / 06 / 2024

KH

Plaintiff Karen Hart

Dated: _____

Plaintiff Wilson Chung

Dated: _____

Plaintiff Lisa Burton

Dated: _____

Plaintiff Paola Uribe

Dated: _____

Plaintiff Maria Soto

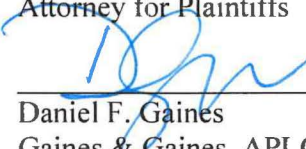
Dated: _____

Keith Thompson
For Defendant Monroe Operations, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 5/16/2024


Daniel F. Gaines
Gaines & Gaines, APLC
Attorney for Plaintiffs

Dated: _____

Stan S. Mallison
Mallison & Martinez
Attorney for Plaintiffs

Dated: _____

Penny Chen Fox
K&L Gates LLP
Attorney for Defendant

Dated: _____

Plaintiff Karen Hart

Dated: _____

Plaintiff Wilson Chung

Dated: _____

Plaintiff Lisa Burton

Dated: _____

Plaintiff Paola Uribe

Dated: _____

Plaintiff Maria Soto

Dated: _____

Keith Thompson
For Defendant Monroe Operations, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Daniel F. Gaines
Gaines & Gaines, APLC
Attorney for Plaintiffs

Dated: _____

Stan S. Mallison
Mallison & Martinez
Attorney for Plaintiffs

Dated: _____

Penny Chen Fox
K&L Gates LLP
Attorney for Defendant

Dated: _____
Plaintiff Karen Hart

Dated: _____
Plaintiff Wilson Chung

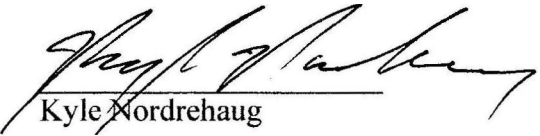
Dated: May 2, 2024

Lisa Burton (May 2, 2024 10:27 PDT)
Plaintiff Lisa Burton

Dated: _____
Plaintiff Paola Uribe

Dated: _____
Plaintiff Maria Soto

Dated: _____
Keith Thompson
For Defendant Monroe Operations, LLC

Dated: 5/14/24

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Daniel F. Gaines
Gaines & Gaines, APLC
Attorney for Plaintiffs

Dated: _____
Stan S. Mallison
Mallison & Martinez
Attorney for Plaintiffs

Dated: _____
Penny Chen Fox
K&L Gates LLP
Attorney for Defendant

Dated: _____

Plaintiff Karen Hart

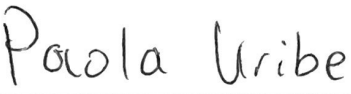
Dated: _____

Plaintiff Wilson Chung

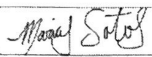
Dated: _____

Plaintiff Lisa Burton

Dated: May 07, 2024


Plaintiff Paola Uribe

Dated: 5/6/2024


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Plaintiff Maria Soto

Dated: _____

Keith Thompson
For Defendant Monroe Operations, LLC

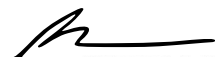
Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Daniel F. Gaines
Gaines & Gaines, APLC
Attorney for Plaintiffs

Dated: May 08, 2024


Stan S. Mallison
Mallison & Martinez
Attorney for Plaintiffs

Dated: _____

Penny Chen Fox
K&L Gates LLP
Attorney for Defendant

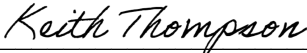
Dated: _____
Plaintiff Karen Hart

Dated: _____
Plaintiff Wilson Chung

Dated: _____
Plaintiff Lisa Burton

Dated: _____
Plaintiff Paola Uribe

Dated: _____
Plaintiff Maria Soto

Dated: May 6, 2024

Keith Thompson
For Defendant Monroe Operations, LLC

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Daniel F. Gaines
Gaines & Gaines, APLC
Attorney for Plaintiffs

Dated: _____
Stan S. Mallison
Mallison & Martinez
Attorney for Plaintiffs

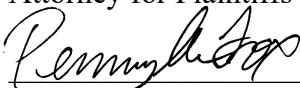
Dated: 5/6/24

Penny Chen Fox
K&L Gates LLP
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**

***Uribe v. Monroe Operations, LLC, Superior Court of the State of California,
County of Ventura, Case No. 2021-00561341-CU-OE-VTA***

***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 Monroe Operations, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Karen Hart, Wilson Chung, Lisa Burton, Paola Uribe, and Maria Soto (“Plaintiffs”). No court or jury has made any determination regarding the merits of Plaintiffs’ claims, or that the claim can be pursued as a class action. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant has agreed to fund Individual Class Payments to all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (July 7, 2018 through January 7, 2024) and who did not sign arbitration agreements (“Class Members”), and (2) a PAGA Settlement whereby Defendant has agreed to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (December 17, 2020 through January 7, 2024) (“Aggrieved Employees”).

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

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 you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. 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 reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims 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, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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 a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
The Opt-out Deadline is _____.	However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, in Department 40 before Judge Mark S. Borrell. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline _____ (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’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 were employees of Defendant. The Action claims that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, failing to provide accurate itemized wage statements, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”). The Second Amended Class and PAGA Action Complaint, filed _____, 2024, is the Operative Complaint in the Action.

Defendant denies all liability, and maintains that it has paid all employees all wages and sick pay due, provided all required breaks, paid all required expense reimbursements, and furnished

accurate wage statements.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits, or that Plaintiffs can bring this claim on behalf of anyone but themselves. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and 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 have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of **Two Million One Hundred Ninety-Five Thousand Dollars (\$2,195,000) (“Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross 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 14 days after the Effective Date. The “Effective Date” means the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$_____ for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$731,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$50,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The allocation of the Class Counsel Fees Payment shall be made as follows: 40% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 40% to Gaines & Gaines, APLC, and 20% Mallison & Martinez. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 each to the 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 amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$316,780.40 relating to Plaintiffs' claim under PAGA, \$237,585.30 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$79,195.10 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The PAGA Penalties shall be allocated as follows: (1) The first payment of \$38,330.40 ("First PAGA Payment") will be applicable to the Aggrieved Employees who did not sign arbitration agreements, and the Administrator will calculate each Individual PAGA Payment to the Aggrieved Employees who did not sign arbitration agreements by (a) dividing the amount of those individuals' 25% share of the First PAGA Payment (\$9,582.60) by the total number of PAGA Pay Periods worked by the Aggrieved Employees who did not sign arbitration agreements during the PAGA Period and (b) multiplying the result of each Aggrieved Employee who did not sign an arbitration agreement's PAGA Pay Periods; (2) the second payment of \$278,480 ("Second PAGA Payment") will be applicable to the Aggrieved Employees who did sign arbitration agreements. The Administrator will calculate each Individual PAGA Payment to the Aggrieved Employees who did sign arbitration agreements by (a) dividing the amount of those individuals' 25% share of the Second PAGA Payment (\$69,620) by the total number of PAGA Pay Periods worked by the Aggrieved Employees who did sign arbitration agreements during the PAGA Period and (b) multiplying the result of each Aggrieved Employee who did sign an arbitration agreement's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is December 17, 2020 through January 7, 2024.

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

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

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor 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. 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 remitted to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, _____ (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. Released Class Claims specifically include but are not limited to any claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or which reasonably could have been alleged under the same or similar facts pleaded in the Operative Complaint, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, pleaded in the Operative Complaint.

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

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-

exempt position in California. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. Released PAGA Claims specifically include claims for PAGA penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or which reasonably could have been alleged under the same or similar facts pleaded in the Operative Complaint or PAGA Notices, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts pleaded in the Operative Complaint or PAGA Notices.

Released Parties. The Released Parties are: Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (July 7, 2018 through January 7, 2024).

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

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (December 17, 2020, through January 7, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept 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 the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Uribe v. Monroe Operations, LLC* 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 *Uribe v. Monroe Operations, LLC*, Case No. 2021-00561341-CU-OE-VTA. 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?

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object to the Settlement. **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, *Uribe v. Monroe Operations, LLC*, Case No. 2021-00561341-CU-OE-VTA, 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: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <http://www.ventura.courts.ca.gov/>. 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.

QUESTIONS REGARDING OBJECTIONS, REQUESTS FOR EXCLUSION, AND ANYTHING ELSE IN THIS NOTICE SHOULD BE DIRECTED TO THE ADMINISTRATOR, APEX CLASS ACTION LLC, WHOSE CONTACT INFORMATION IS ABOVE.

Class Counsel and their contact information is as follows:

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Blumenthal Nordrehaug Bhowmik DeBlouw

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Counsel for Monroe Operations, LLC and their contact information is as follows:

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PENNY CHEN FOX, (SBN 280706)
Penny.Chen@klgates.com
K&L GATES LLP
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Los Angeles, CA 90067
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Fax No.: 310.553.5001

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 40 of the Superior Court of California, County of Ventura, at 800 South Victoria Avenue, Ventura, California 93009, before Judge Mark S. Borrell. 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 using the procedure at <http://www.ventura.courts.ca.gov/>, or by telephone using Courtcall (<https://www.courtcall.com/>) at 888-882-6878. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case No. 2021-00561341-CU-OE-VTA. It will also be posted on the Administrator's website for this settlement: <<_____>>.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Uribe v. Monroe Operations, LLC* 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 award, the motion for final approval or other Settlement documents by going to the Administrator's website for this settlement:

<<_____>>.where these documents will be posted, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case No. 2021-00561341-CU-OE-VTA. If you wish to view the Court files in person, you do so at the Clerk's Office at 800 South Victoria Avenue, Ventura, California 93009.

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 VENTURA

PAOLA URIBE, MARIA SOTO, KAREN
HART, WILSON CHUNG, and LISA
BURTON, individuals, on behalf of
themselves, all persons similarly situated,
aggrieved employees, and the State of
California,

Plaintiff,

vs.

MONROE OPERATIONS, LLC, dba
NEWPORT HEALTHCARE and
NEWPORT ACADEMY and NEWPORT
INSTITUTE and CENTER FOR
FAMILIES, and DOES ONE through
TWENTY inclusive,

Defendants.

CASE NO.: 56-2021-00561341-CU-OE-VTA

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Mark S. Borrell
Dept: 40

Date Filed:
Trial Date: Not set

This matter came before the Honorable Mark S. Borrell of the Superior Court of the State
of California, in and for the County Ventura, on _____[DATE], for hearing on the

PRELIMINARY APPROVAL ORDER

1 unopposed motion by Plaintiffs Karen Hart, Wilson Chung, Lisa Burton, Paola Uribe, and Maria
2 Soto (“Plaintiffs”) for preliminary approval of the Settlement with Defendant Monroe Operations,
3 LLC (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
4 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
5 Preliminary Approval of Class Action Settlement.

6
7 **IT IS HEREBY ORDERED:**

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

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

16 3. The Gross Settlement Amount that Defendant shall pay is Two Million One
17 Hundred Ninety-Five Thousand Dollars (\$2,195,000). It appears to the Court on a preliminary
18 basis that the settlement amount and terms are fair, adequate and reasonable as to all potential
19 Class Members when balanced against the probable outcome of further litigation and the
20 significant risks relating to certification, liability and damages issues. It further appears that
21 investigation and research have been conducted such that counsel for the Parties are able to
22 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
23 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
24 would be presented by the further prosecution of the Action. It further appears that the Settlement
25 has been reached as the result of serious and non-collusive, arm’s-length negotiations.

26 4. The Court preliminarily finds that the Settlement appears to be within the range of
27 reasonableness of a settlement that could ultimately be given final approval by this Court. The
28

1 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
2 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation and the significant
4 risks relating to certification, liability, and damages issues.

5 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$50,000, and
7 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
8 \$15,000 each, which are payable out of the Gross Settlement Amount. The Court will not approve
9 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
10 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
11 including lodestar, prior to final approval.

12 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
13 representative treatment and certification of a class for settlement purposes only. This stipulation
14 will not be deemed admissible in this or any other proceeding should this Settlement not become
15 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
16 "all individuals who were employed by Defendant in California and classified as a non-exempt
17 employee at any time during the Class Period." The "Class Period" is July 7, 2018 through
18 January 7, 2024.

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, and Aparajit Bhowmik
5 of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Daniel F. Gaines and Alex P. Katofsky of
6 Gaines & Gaines, APLC, and Stan S. Mallison of Mallison & Martinez as Class Counsel for the
7 Class.

8 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
9 Amount of \$316,780.40, which shall be allocated \$237,585.30 to the Labor & Workforce
10 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
11 paid under this Agreement pursuant to the PAGA and \$79,195.10 to the Aggrieved Employees, to
12 be allocated as set forth in the Agreement. “Aggrieved Employees” are all individuals who were
13 employed by Defendant in California and classified as a non-exempt employee at any time during
14 the PAGA Period (December 17, 2020 through January 7, 2024). Pursuant to Labor Code section
15 2699, subdivision (l)(2), the LWDA will be provided notice of the Agreement and these settlement
16 terms. The Court finds the PAGA Penalties to be reasonable.

17 10. The Court hereby approves, as to form and content, the Class Notice attached to the
18 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
19 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
20 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
21 and opportunity to object to the Settlement. The Court further finds that the distribution of the
22 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
23 the requirements of due process, is the best notice practicable under the circumstances, and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
25 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
26 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
27 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 Apex Class Action LLC as the Administrator. No later
4 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.
5 The 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 for
21 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
22 group, class, or subclass of individuals is not permitted and will be deemed invalid.

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

5 14. A final approval hearing shall be held before this Court on _____
6 _____ at _____ in Department 40 of the Ventura County Superior Court to hear
7 the motion for final approval and the motion for attorneys' fees and costs, and to determine all
8 necessary matters concerning the Settlement, including: whether the proposed settlement of the
9 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
10 and should be finally approved by the Court; whether the Final Approval Order and Judgment
11 should be entered herein; whether the plan of allocation contained in the Agreement should be
12 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
13 fees and costs, service award, and the fees and expenses of the Administrator. All papers in
14 support of the motion for final approval and for attorneys' fees, costs and service award shall be
15 filed with the Court and served on all counsel no later than sixteen (16) court days before the
16 hearing and the motion shall be heard at this final approval hearing.

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

1 evidence of a presumption, concession, indication or admission by Defendant of any liability,
2 fault, wrongdoing, omission, concession or damage.

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

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

17 **IT IS SO ORDERED.**

18 Dated: _____

19 _____
20 HON. MARK S. BORRELL
21 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 VENTURA

PAOLA URIBE, MARIA SOTO, KAREN
HART, WILSON CHUNG, and LISA
BURTON, individuals, on behalf of
themselves, all persons similarly situated,
aggrieved employees, and the State of
California,

Plaintiff,

vs.

MONROE OPERATIONS, LLC, dba
NEWPORT HEALTHCARE and NEWPORT
ACADEMY and NEWPORT INSTITUTE and
CENTER FOR FAMILIES, and DOES ONE
through TWENTY inclusive,

Defendants.

CASE NO.: 56-2021-00561341-CU-OE-VTA

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Mark S. Borrell
Dept: 40

Date Filed: January 17, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Karen Hart, Wilson Chung, Lisa Burton, Paola Uribe,
2 and Maria Soto (“Plaintiffs”) for an order finally approving the Class Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendant Monroe Operations, LLC (“Defendant”),
4 attorneys’ fees and costs, service payment, and the expenses of the Administrator duly came on for
5 hearing on _____ before the Honorable Mark S. Borrell.

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 Ventura, and over all
13 Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Two Million One Hundred
16 Ninety-Five Thousand Dollars (\$2,195,000) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
18 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
19 Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the
20 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without
21 any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of
22 the Individual Class Payments allocated to wages which shall not be paid from the Gross
23 Settlement and shall be the separate additional obligation of Defendant.

24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

3 5. On _____, the Court granted preliminary approval of the Settlement. At
4 this same time, the Court approved conditional certification of the Class for settlement purposes
5 only.

6 **Notice to the Class**

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

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

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

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

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

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

11. From the Gross Settlement Amount, an award of \$_____ for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the

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1 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award
2 has been supported by Class Counsel's lodestar and billing statement.

3 **Class Representative Service Payments**

4 12. The Agreement provides for Class Representative Service Payments of not more
5 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
6 Representative Service Payments in the amount of \$ _____ from the Gross Settlement
7 Amount to each of the Plaintiffs is reasonable in light of the risks and burdens undertaken by the
8 Plaintiffs in this litigation and for their time and effort in bringing and prosecuting this matter on
9 behalf of the Class.

10 **Administration Expenses Payment**

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

17 **PAGA Penalties**

18 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
19 Amount of \$316,780.40, which shall be allocated \$237,585.30 to the Labor & Workforce
20 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
21 paid under this Agreement pursuant to the PAGA. The PAGA Penalties shall be allocated as
22 follows: (1) The first payment of \$38,330.40 ("First PAGA Payment") will be applicable to the
23 Aggrieved Employees who did not sign arbitration agreements, and the Administrator will
24 calculate each Individual PAGA Payment to the Aggrieved Employees who did not sign
25 arbitration agreements by (a) dividing the amount of those individuals' 25% share of the First
26 PAGA Payment (\$9,582.60) by the total number of PAGA Pay Periods worked by the Aggrieved
27 Employees who did not sign arbitration agreements during the PAGA Period and (b) multiplying

1 the result of each Aggrieved Employee who did not sign an arbitration agreement's PAGA Pay
2 Periods; (2) the second payment of \$278,480 ("Second PAGA Payment") will be applicable to the
3 Aggrieved Employees who did sign arbitration agreements. The Administrator will calculate each
4 Individual PAGA Payment to the Aggrieved Employees who did sign arbitration agreements by
5 (a) dividing the amount of those individuals' 25% share of the Second PAGA Payment (\$69,620)
6 by the total number of PAGA Pay Periods worked by the Aggrieved Employees who did sign
7 arbitration agreements during the PAGA Period and (b) multiplying the result of each Aggrieved
8 Employee who did sign an arbitration agreement's PAGA Pay Periods. "Aggrieved Employees"
9 are all individuals who were employed by Defendant in California and classified as a non-exempt
10 employee at any time during the PAGA Period (December 17, 2020 through January 7, 2024).
11 Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice of the
12 Agreement and these settlement terms and has not indicated any objection thereto. The Court
13 finds the PAGA Penalties to be reasonable.

14 II.

15 ORDERS

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

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

19 All individuals who were employed by Defendant in California and classified as a
20 non-exempt employee at any time during the Class Period (July 7, 2018 through
January 7, 2024).

21 16. All persons who meet the foregoing definition are members of the Class, except for
22 those individuals who filed a valid request for exclusion ("opt out") from the Class.

23 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
24 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
25 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
26 the Administrator no later than 14 days after the Effective Date.

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FINAL APPROVAL ORDER AND JUDGMENT

1 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
2 costs in the amount of \$_____, payable from the Gross Settlement Amount. Class Counsel
3 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
4 members of the Class.

5 19. The payment of Class Representative Service Payments from the Gross Settlement
6 Amount in the amount of \$_____ to each of the Plaintiffs is approved.

7 20. The payment of \$_____ to the Administrator for its fees and expenses
8 from the Gross Settlement Amount is approved.

9 21. The PAGA Penalties amount of \$316,780.40 is approved and is to be distributed
10 from the Gross Settlement Amount and allocated in accordance with the Agreement.

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

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

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FINAL APPROVAL ORDER AND JUDGMENT

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

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

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

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

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

18 28. Effective on the date when Defendant fully funds the entire Gross Settlement
19 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
20 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
21 release claims against all Released Parties as follows:

22 (a) All Participating Class Members, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
24 and assigns, release Released Parties from the Released Class Claims. The "Released Class
25 Claims" are all claims that were alleged, or reasonably could have been alleged, based on facts
26 stated in the Operative Complaint which occurred during the Class Period during employment in a
27 non-exempt position in California. Except as expressly set forth in this Agreement, Participating
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1 Class Members do not release any other claims, including claims for vested benefits, wrongful
2 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
3 disability, social security, workers' compensation, or claims based on facts occurring outside the
4 Class Period. Released Class Claims specifically include but are not limited to any claims for
5 unpaid wages, failure to timely pay wages upon separation or termination from employment,
6 failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant
7 meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-
8 compliant wage statements, reimbursement for business expenses, and claims for interest,
9 penalties (including but not limited to waiting time penalties), or premiums in connection
10 therewith, as well as any claims under the California Labor Code and California Industrial Welfare
11 Commission Wage orders that were alleged or which reasonably could have been alleged under
12 the same or similar facts pleaded in the Operative Complaint, and any claims for injunctive relief,
13 declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which
14 could have been alleged under the facts, pleaded in the Operative Complaint. The "Released
15 Parties," as used herein, are Defendant and any of its past, present and future direct or indirect
16 parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past,
17 present and future officers, directors, employees, partners, members, shareholders and agents,
18 attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with
19 Defendant.

20 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
21 of themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
23 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
24 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
25 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
26 California. The Released PAGA Claims do not include claims for wrongful termination,
27 discrimination, unemployment insurance, disability and worker's compensation, and claims

1 outside of the PAGA Period. Released PAGA Claims specifically include claims for PAGA
2 penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or
3 termination from employment, failure to timely pay wages during employment, failure to provide
4 sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and
5 rest break premiums, non-compliant wage statements, reimbursement for business expenses, and
6 claims for interest, penalties (including but not limited to waiting time penalties), or premiums in
7 connection therewith, as well as claims for PAGA penalties premised on any claims under the
8 California Labor Code and California Industrial Welfare Commission Wage orders that were
9 alleged or which reasonably could have been alleged under the same or similar facts pleaded in the
10 Operative Complaint or PAGA Notices, and any claims for injunctive relief, declaratory relief,
11 restitution, fraudulent business practices or punitive damages alleged or which could have been
12 alleged under the facts pleaded in the Operative Complaint or PAGA Notices.

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

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

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

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

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FINAL APPROVAL ORDER AND JUDGMENT

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Dated: _____

HON. MARK S. BORRELL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Admitted: 2012, California

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

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Admitted: 2016, California

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Admitted: 2013, California

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Admitted: 2020, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

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June 9, 2022

CA2632

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Monroe Operations, LLC
Certified Mail #70220410000153343959
CT Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Monroe Operations, LLC in California, including any employees staffed with Monroe Operations, LLC by a third party, and classified as non-exempt employees during the time period of June 9, 2021 until a date as determined by the Court. Our offices represent Plaintiff Lisa Burton (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Monroe Operations, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from September of 2019 to April of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages all of their sick pay wages at the correct rates, for all of their missed meal and rest break (and pay the meal and rest break premiums at the correct regular rates of pay), and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #4

1 **MALLISON & MARTINEZ**

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16 Facsimile: (858) 551-1232
17 Website: www.bamlawca.com

18 Attorneys for Plaintiffs

19
20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21
22 COUNTY OF VENTURA

23 PAOLA URIBE, MARIA SOTO, KAREN
24 HART, WILSON CHUNG, and LISA
25 BURTON, individuals, on behalf of
26 themselves, all persons similarly situated,
27 aggrieved employees, and the State of
28 California,

Plaintiff,

vs.

MONROE OPERATIONS, LLC, dba
NEWPORT HEALTHCARE and
NEWPORT ACADEMY and NEWPORT
INSTITUTE and CENTER FOR
FAMILIES, and DOES ONE through
TWENTY inclusive,

Defendants.

CASE NO.: 56-2021-00561341-CU-OE-VTA

**DECLARATION OF JODEY LAWRENCE
ON BEHALF OF PHOENIX CLASS
ACTION ADMINISTRATION SOLUTIONS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: May 31, 2024 _____
Hearing Time: 8:30 a.m.

Judge: Hon. Mark S. Borrell
Dept: 40

Date Filed:
Trial Date: Not set

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1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.
2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”), as President of Business Development.
3. I personally have over fifteen (15) years of experience in claims management and administration of class and collective action matters.
4. Phoenix has never had any financial interests in nor affiliation with the Parties or the Parties’ counsel in the matter of *Paola Uribe, Maria Soto, Karen Hart, Wilson Chung, and Lisa Burton v. Monroe Operations, LLC*. Phoenix also has no actual or potential conflicts of interest with the Class.

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A.**

7. Phoenix has extensive experience in, and are experts, at all aspects of administrating complex class action matters including: (a) preparing, printing, mailing and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database

1 management, programming and security protocols; (g) calculating and issuing settlement
2 payments; and (h) tax management, filings, and account reconciliation.

3 8. Phoenix's Claims Management Group has extensive experience in all aspects
4 of Notification and Identification of Class Members, Claims Processing, Formulation and
5 Calculation Methodologies, Award Distribution and Taxation, and Accounting and
6 Reconciliation.

7 **Protection of Class Data**

8 9. Phoenix has adequate procedures in place to safeguard the data and funds to
9 be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with
10 Management on all issues regarding Information Security and Settlement Fund transfers, as
11 it pertains to the continuance of business processes, and all risk, vulnerability, and security
12 assessments as it pertains to sensitive data. The groups, along with Phoenix's internal
13 systems, monitor and communicate with Management on a comprehensive level to prevent
14 potential Strategic or Compliance Risks. All processing of confidential and personal
15 information is handled and maintained within the organization and all data received is kept
16 within a strict chain of custody internally. All informational assets are classified and
17 assigned based on an initial case assessment as well as client and procedural requirements.
18 The Technology Group handles all higher-level ownership of information and physical
19 peripherals, as well as ownership of direct/indirect assets associated with technology and
20 the continuance of business. Specific Users, Groups, or Entities are assigned Shared
21 Ownership or Management Capability based on procedural needs and security level granted.

22 10. In addition to high levels of Data Center Policies/Procedures and
23 Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain
24 additional safeguards regarding the following:

- 25 a. Phoenix's Business Continuity Policy;
- 26 b. Phoenix's Disaster Recovery Plan;
- 27 c. Phoenix's Incident Response Plan;

- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;
- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy with a limit of liability of \$2,000,000 in addition to cyber insurance policy with a limit of liability of \$3,000,000.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Notice Packet, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Notice Packet from the initial notice mailing is returned as undeliverable, the Phoenix will attempt to obtain a current address for the Class Member to whom the returned Notice Packet had been mailed using a skip trace. If Phoenix is successful in obtaining a new address, it will promptly re-mail the Notice Packet to the Class Member. Any Notice Packets returned to Phoenix with a forwarding address before the Response Deadline will be promptly re-mailed to the forwarding address affixed thereto.

13. Phoenix's costs are reasonable and competitive when compared to the industry.

14. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class. Prior to

1 the initial mailing in this matter, Phoenix will cause the Notice of Settlement to Class
2 Members to be translated in Spanish so that an English and Spanish version are included.

3 15. To complete the Settlement Administration for *Paola Uribe, Maria Soto,*
4 *Karen Hart, Wilson Chung, and Lisa Burton v. Monroe Operations, LLC* case, Phoenix will
5 include hard cost and hourly costs detailed below:

6 • **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
7 NCOA, Skip Tracing, Translation and Re-Mail costs.

8 • **Hourly Cost:** The hourly rates include Programming Database & Setup,
9 Project Management, Notice Packet Formatting, Programming Undeliverable, Programming
10 Claims Database, Programming Calculations, Disbursement Review, Printing of Notice &
11 Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case
12 Management/Maintenance.

13 16. Phoenix has prepared a detailed breakdown of its estimated costs and expenses
14 to administer the settlement in this matter. A true and correct copy of a not-to-exceed-
15 total of **\$15,500** showing how the fee was calculated is attached hereto as **Exhibit B**.

16
17 I declare that under the penalty of perjury under the laws of the United States and
18 state of California the foregoing is true and correct. Executed on May 6, 2024, at Orange,
19 California.

20
21 
22 Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



CASE ASSUMPTIONS

Class Members	400
Opt Out Rate	1%
Opt Outs Received	4
PAGA Class	1500
Subtotal Admin Only	\$15,500.00

WILL NOT EXCEED \$15,500.00

For 400 Class Members/1500 PAGA Only

Price good for scope of quote

April 18, 2024

Case: Uribe/Hart/Chung/Burton v. Monroe Opt-Out PAGA Hybred Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Kyle Nordrehaug

Firm: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Contact Number: (858) 367-9913

Email: kyle@bamlawca.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 400 Class Members/1500 PAGA Only. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/Translation / Website			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$148.45	1	\$148.45
Call Center & Long Distance	\$1.00	20	\$20.00
NCOA (USPS)	\$150.00	3	\$450.00
Static Website	\$200.00	1	\$200.00
Language Transalation	\$1,000.00	1	\$1,000.00
		Total	\$2,568.45

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.50	400	\$200.00
Notice Packet & Opt-Out Form	\$2.00	400	\$800.00
Estimated Postage (up to 2 oz.)*	\$0.87	400	\$348.00
		Total	\$1,723.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$2.00	40	\$80.00
Estimated Postage	\$0.87	40	\$34.80
Programming Undeliverables	\$50.00	2	\$100.00
		Total	\$419.80

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	10	\$50.00
Case Manager	\$85.00	3	\$255.00
		Total	\$925.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$125.00	2	\$250.00
QSF Fees, Bank Account & EIN	\$50.00	3	\$150.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.25	400	\$500.00
Estimated Postage Checks, W2 and 1099	\$0.64	400	\$256.00
Check Run Setup & Printing PAGA	\$100.00	5	\$500.00
Notice Mail Class Checks and 1099 PAGA	\$1.25	1,500	\$1,875.00
Estimated Postage Checks and 1099 PAGA	\$0.64	1,500	\$960.00
Skip Trace PAGA Only	\$1.25	225	\$281.25
Remail PAGA Check w/Postage	\$0.64	225	144.00
		Total	\$5,716.25

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$2.00	124	\$247.50
Case Associate	\$55.00	5	\$275.00
Reconcile Uncashed Checks	\$75.00	4	\$300.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$100.00	1	\$100.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$2,250.00	1	\$2,250.00
Total			\$4,147.50
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$15,500.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.