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

14 **IN AND FOR THE COUNTY OF VENTURA**

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

21 Plaintiffs,

22 vs.

23 MONROE OPERATIONS, LLC, dba
24 NEWPORT HEALTHCARE and
25 NEWPORT ACADEMY and
26 NEWPORT INSTITUTE and CENTER
27 FOR FAMILIES, and DOES ONE
28 through TWENTY inclusive,

Defendants.

CASE No. **56-2021-00561341-CU-OE-VTA**

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

Hearing Date: January 21, 2025

Hearing Time: 8:20 a.m.

*[Hearing scheduled by Orders dated July 1, 2024
and October 16, 2024]*

Judge: Hon. Mark S. Borrell

Dept.: 40

Action Filed: December 17, 2021

Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Paola Uribe, Maria Soto, Karen Hart, Wilson Chung and Lisa
4 Burton ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history of
5 this matter. The following facts are within my own personal knowledge, and if called as a witness, I could
6 testify competently to the matters stated herein. This declaration is being submitted in support to the
7 Plaintiffs' motion for final approval of the class settlement, including attorneys' fees, costs and service
8 awards.

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

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Monroe
2 Operations, LLC ("Defendant") reached a full and final settlement of the above-captioned action, which
3 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
4 the Total Settlement Amount to be paid by Defendant is Two Million One Hundred Ninety-Five
5 Thousand Dollars (\$2,195,000). (Agreement at ¶¶ 1.22.) As explained in the Declaration of Kevin Lee,
6 Defendant will pay the additional amount of \$46,881.81 to the PAGA Penalties as a result of the escalator
7 provision. Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
8 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees
9 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the
10 Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Penalties payment.
11 (Agreement at ¶ 1.22.)

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

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

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

1 however, Class Members will have the right to challenge the number of Workweeks.

2 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
3 the Court by mailing the notice packets after updating class members' addresses using the National
4 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
5 to any forwarding address provided or updated address located. Declaration of Kevin Lee ["Lee Decl."]
6 ¶¶ 3-8. Class Members were provided with the opportunity to exclude themselves or "opt out" if they did
7 not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) To date, there have been no
8 objections and no requests to opt-out from the Settlement.¹ All Aggrieved Employees, including those
9 who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain
10 subject to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement
11 at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advises the Class Members of their right to object to the
12 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

18 (g) Phoenix Class Action was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
20 administration in an amount not to exceed \$15,500. (Agreement at ¶ 3.2(c).)

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

26
27 ¹ Pursuant to the Order dated October 16, 2024, a corrective notice was mailed to the Class as a
28 result of a slight miscalculation by the Administrator. This corrective notice provided Class Members
additional time until December 24, 2024 to opt out or submit an objection.

1 the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate motion
2 for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
3 support, for these requests, including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, et seq. ("PAGA"). The PAGA Penalties are \$316,780.40. (Agreement at ¶ 3.2(d).) In addition,
7 as explained in the Declaration of Kevin Lee, Defendant will pay the additional amount of \$46,881.81
8 to the PAGA Penalties as a result of the escalator provision. Pursuant to the express requirements of
9 Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall be allocated to the
10 Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% allocated
11 to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of
12 their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
13 service, the LWDA has been served with this motion and the Agreement.

14 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
15 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
16 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
17 at \$2,195,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
18 that liability and class certification in this case were far from certain in light of the defenses asserted by
19 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
20 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
21 reasonable and adequate, and should be finally approved.

22
23 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
24 dated July 1, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated to
25 the Class. The reaction of the Class unequivocally supports approval of the Settlement. On July 29,
26 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
27 each class member with the terms of the Settlement, including notice of the claims at issue and the
28 financial terms of the settlement, including the attorneys' fees, costs, and service awards that were being

1 sought, how individual settlement awards would be calculated, and the specific, estimated payment
2 amount to that individual. See Declaration of Kevin Lee ["Lee Decl."], Exh. A. In disseminating the
3 notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary
4 Approval Order. To date, there have been no objections and no requests to opt-out from the Settlement.²
5 The Declaration of Kevin Lee will document the final administration results.

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

14
15 6. Procedural History of the Litigation

16 (a) On June 9, 2022, Plaintiff Burton filed with the LWDA and served on Defendant a notice
17 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
18 on behalf of Aggrieved Employees for various Labor Code violations.

19 (b) On December 17, 2021, plaintiffs Paola Uribe and Maria Soto commenced a class and PAGA
20 action by filing a complaint against Defendant in the Superior Court of the State of California, County
21 of Ventura ("Uribe Action"). The Uribe Action asserted class claims against Defendants for: (1) unfair
22 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages
23 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in
24 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
25 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation

26
27 ² Pursuant to the Order dated October 16, 2024, a corrective notice was mailed to the Class as a
28 result of a slight miscalculation by the Administrator. This corrective notice provided Class Members
additional time until December 24, 2024 to opt out or submit an objection.

1 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in
2 violation of California Labor Code § 226;(7) failure to provide indemnification for necessary business
3 expenses in violation of Cal. Labor Code § 2802; and (8) a representative claim for violation of the
4 Private Attorney General Act ("PAGA") under Cal. Labor Code § 2699.

5 (c) A part of this Settlement, Plaintiffs filed an amended complaint in the Uribe Action to amend
6 the Uribe Action to include the claims and plaintiffs from the Burton Action, Chung Action and Hart
7 Action. This amended Complaint is the operative complaint (the "Operative Complaint").

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

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

22 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
23 to mediation, the Parties engaged in the above investigation and the exchange of documents and
24 information in connection with the Action. On August 1, 2023, the Parties participated in an all-day
25 mediation presided over by Brandon McKelvey, a respected and experienced mediator of wage and hour
26 class actions. Following the mediation, each side, represented by its respective counsel, were able to
27 agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum
28 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the

1 Agreement. At all times, the negotiations were arm's length and contentious.

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

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

1 7. History of Settlement Discussions

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

8 (b) The Parties attended an arms-length mediation session with Brandon McKelvey, a respected
9 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
10 for the mediation, Defendant provided Class Counsel with payroll, time and employment data, along with
11 and other information regarding the Class Members, various internal documents, and other compensation
12 and employment-related materials. Class Counsel analyzed the data with the assistance of damages
13 expert Berger Consulting and prepared and submitted a mediation brief to the mediator. Following this
14 all-day mediation, the Parties agreed to this Settlement.

15 (c) From February 2024 to May 2024, the settlement agreement and exhibits thereto were
16 finalized and executed. On July 1, 2024, the Court granted the Motion for Preliminary Approval, and
17 entered the Order granting preliminary approved of the settlement as fair and reasonable to the Class.

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

20
21 8. The outcome of this case would have been uncertain and fraught with risks.

22 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
23 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
24 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
25 work time was properly recorded. Defendant maintained there was no miscalculation of the regular rate
26 when paying wages to the Plaintiffs and the Class. Defendant contends that its meal and rest period
27 policies fully complied with California law and Defendant did not fail to provide the opportunity for
28 legally required meal and rest breaks. Defendant could argue that its payment of significant meal period

1 premiums is evidence of its lawful practices. Defendant contend that there was no failure to pay for
2 business expenses and any cell phone usage was merely convenient and voluntary such that
3 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision
4 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and
5 class certifiability as to the meal and rest period claims. Defendant also argues that based on its facially
6 lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate
7 the claims for waiting time penalties and/or inaccurate wage statements. If successful, Defendant's
8 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that
9 these defenses could be overcome, Defendant maintains these defenses have merit and therefore present
10 a serious risk to recovery by the Class.

11 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
12 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
13 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
14 propriety of class certification, arguing that individual issues precluded class certification. Further, as
15 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
16 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
17 been certified. While other cases have approved class certification in wage and hour claims, class
18 certification in this action was hotly disputed and the maintenance of a certified class through trial was
19 by no means a foregone conclusion.

20 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
21 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
22 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
23 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
24 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
25 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
26 and length of a trial against Defendant through possible appeals which could take at least another two or
27 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
28 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the

1 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
2 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
3 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
4 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
5 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

6 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
7 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
8 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
9 to the value of the claims. Based upon 377 Class Members who worked an estimated 30,880 work weeks,
10 the Gross Settlement Amount provides an average value of \$5,822 per Class Member and \$71 per
11 workweek and after deductions the Net Settlement Amount provides an average recovery of \$2,668.57
12 per Class Member and a recovery of \$32.57 per workweek. The calculations to compensate for the
13 amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs'
14 damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used the expert to
15 analyze the data and determine the potential unpaid wages for the employees. The maximum potential
16 damages were calculated to be \$10,847 for alleged unpaid overtime premium wages, \$918,840 for the
17 alleged unpaid wages for off-the-clock work due to at 1 hour per week, \$42,567 for the alleged unpaid
18 wages due to miscalculation of the regular rate when paying wages, \$36,383 for the alleged underpayment
19 of meal period premiums and sick pay, \$1,269,229 for alleged meal period damages based upon a 53%
20 potential violation rate for shifts worked and after accounting for the meal premiums (\$715,725) actually
21 paid by Defendant, \$1,539,064 for alleged rest period damages based upon the same 53% potential
22 violation rate for shifts worked, \$104,785 for alleged unreimbursed business expenses at \$5 per month
23 for personal cell phone usage. As a result, the total damage valuation was calculated that Defendant was
24 subject to a maximum damage claim in the amount of \$3,921,715. As to potential penalties, Plaintiffs
25 calculated that potential waiting time penalties were a maximum of between \$1,009,192 and \$1,488,418,

1 and potential maximum wage statement penalties were \$1,073,188.³ Consequently, the Gross Settlement
2 Amount of \$2,195,000 represents more than 48% of the maximum value of the alleged damages at issue
3 in this case at the time this Settlement was negotiated.⁴ Importantly, the recent decision that good faith
4 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
5 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages
6 were owed to the class. The above maximum calculations should then be adjusted in consideration for
7 both the risk of class certification and the risk of establishing class-wide liability on all claims. Given
8 the amount of the settlement as compared to the potential value of claims in this case and the defenses
9 asserted by Defendant, this settlement is fair and reasonable.⁵ Clearly, the goal of this litigation has been
10 met.

11 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
12 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
13 defenses both to liability and to class certification. The maximum and average Individual Class Payments
14

15 ³ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
16 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
17 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
18 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
19 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
20 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
21 as to whether and when the wages were due.").

22 ⁴ Because the PAGA claim is not a class claim and primarily is paid to the State of California, the
23 PAGA claim is not included in the value of the class claims. The PAGA claim was addressed in the
24 Declaration of Nordrehaug at ¶33 filed in support of the Motion for Preliminary Approval.

25 ⁵ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
26 settlement where the settlement amount constituted approximately 25% of the estimated overtime
27 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
28 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
Nadler (In re Mego Fin. Corp. Sec. Litig.), 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 to Participating Class Members will be documented in the forthcoming Lee Decl. Given the complexities
2 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
3 reasonable and adequate, and should be finally approved.

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

9
10 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

11 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should**
12 **Be Enforced**

13 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
14 fund settlement to be paid by Defendant to the Class in the amount of Two Million One Hundred
15 Ninety-Five Thousand Dollars (\$2,195,000). (Agreement at ¶¶ 1.25 and 3.1.) As part of the settlement,
16 the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount
17 as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
18 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Total
19 Settlement Amount.

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

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

1 counsel for each of the parties as part of the Settlement.

2
3 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
4 Created for the Benefit of the Class

5 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
6 of the Gross Settlement Amount of \$2,195,000, which equals \$731,666 for attorneys' fees. As part of
7 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
8 incurred as per Class Counsel's billing statement in an amount not to exceed \$50,000. Finally, Defendant
9 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of
10 \$15,000 each, as their service award under the Agreement.

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

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

27 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
28 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee

1 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
2 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
3 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
4 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
5 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
6 multiplier approved in other cases.

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

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

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

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

1 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiffs
2 also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other
3 potential negative financial ramifications from having sued Defendant on behalf of the Class.
4 Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs
5 also support the requested awards.

6 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
7 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
8 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$731,666 is
9 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
10 **records for Class Counsel evidence that through December 26, 2024, Class Counsel's total**
11 **combined lodestar is \$458,899.25**, with significant additional fees still to be incurred to complete final
12 approval and the settlement process. The requested fee award is therefore currently equivalent to Class
13 Counsel's total lodestar with a reasonable multiplier of less than 1.6, and there will be additional lodestar
14 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
15 reports. Such a multiplier is within the range of multipliers approved in other cases such as *Laffitte* and
16 *Vizcaino*.⁶ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
17 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
18 this Court may conclude that the requested award is fair and reasonable and is justified under California
19 law.⁷

21 ⁶ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
22 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
23 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
24 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
25 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
26 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
27 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
28 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

⁷ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
have been approved by Court's throughout California, including the Courts in the Superior Court of

1 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
2 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
3 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
4 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
5 Counsel has prosecuted this case on a contingency basis for over three (3) years. Indeed, if counsel is not
6 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
7 discouraged from prosecuting similar cases.

8 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
9 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
10 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
11 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
12 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
13 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
14 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
15 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
16 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
17 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
18 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
19 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
20 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
21 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
22 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
23 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
24

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

1 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
2 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
3 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
4 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
5 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
6 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
7 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
8 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
9 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
10 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
11 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
12 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
13 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
14 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
15 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
16 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
17 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
18 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
19 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
20 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
21 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
22 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
23 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
24 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
25 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
26 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
27 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
28 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo

1 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
2 a wage and hour class settlement.

3 12. **The contemporaneous billing records evidence that through December 26, 2024,**
4 **Class Counsel’s total combined lodestar is \$458,899.25 for over 632 hours of work**, with significant
5 additional fees still to be incurred to complete final approval and the settlement process. As to BNBD,
6 from March 15, 2022 to December 26, 2024, my firm worked on this matter for over 325 hours, with
7 hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in
8 the amount of \$256,321.25. A detailed breakdown of the total fees and the services performed by my
9 firm on this case is attached hereto as Exhibit #3. Combined with the lodestar from the firms of Mallison
10 & Martinez, and Gaines & Gaines, APLC, the requested fee award is currently equivalent to Class
11 Counsel’s total lodestar with a reasonable multiplier of less than 1.6. In addition, Class Counsel will be
12 performing significant additional work that is not included in this lodestar amount, including finalizing
13 the final approval motion, attending the hearing on final approval, and monitoring completion of the
14 settlement process. I expect this additional work will result in \$22,000 in additional lodestar for my firm.
15 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
16 community for similar work and, if this were a commercial matter, these are the charges that would be
17 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
18 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
19 Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court’s throughout
20 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
21 Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in
22 line with those prevailing in the [relevant] community’—the Central District of California”. Finally, the
23 reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the
24 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
25 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
26 LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and
27 “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other
28 firms practicing in the Southern District of California.) This survey is useful to show that Class

1 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
2 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
3 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
4 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
5 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
6 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
7 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
8 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
9 the currently lodestar incurred with a reasonable multiplier which will be less than 1.6 by the completion
10 of the settlement. This is comparable to the multipliers approved in other cases. The requested award
11 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

12 13 Litigation Expenses

14 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
15 Counsel Litigation Expenses Payment of not more than \$50,000." Class Counsel requests reimbursement
16 for incurred litigation expenses and costs in the collective amount of \$27,484.92. The litigation expenses
17 incurred by my firm total \$19,934.85 based upon my firm's billing records, and include expenses
18 incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service
19 charges (Knox, OneLegal), Federal Express charges, research charges (LexisNexis), and CourtCall
20 appearance fees, all of which are costs normally billed to and paid by the client.⁸ The details of the
21 litigation expenses incurred are set forth in Exhibit #3. These costs were reasonably incurred in the
22 prosecution of the Action.

23 24 Service Awards

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

1 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
2 service award of \$15,000 each in accordance with the Agreement for their time, risk and effort expended
3 on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to these
4 payments and there have been no objections to the requested service awards. The declarations of Plaintiffs
5 Karen Hart, Wilson Chung, and Lisa Burton in support of this request are attached hereto as Exhibits #5
6 6, and 7. As the representatives of the Class, Plaintiffs performed their duties to the Class admirably and
7 without exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,
8 responding to numerous requests, searching for documents, working with counsel, and reviewing the
9 settlement documentation. As set forth in the Agreement, the Plaintiffs are also providing a
10 comprehensive release as part of the Settlement, far beyond the class release. The declaration of Plaintiffs
11 detail the involvement, stress and risks they undertook as a result of this Action. The Plaintiffs also
12 assumed the serious risk that they might possibly be liable for costs and fees to Defendant, as well as the
13 reputational risk of being “blacklisted” by other future employers for having filed a class action on behalf
14 of fellow former employees. Without the Plaintiffs’ participation, cooperation and information, no other
15 employees would be receiving any benefit. The payment of service awards to successful class
16 representatives is appropriate and the amount of 15,000 is well within the currently awarded range for
17 similar settlements. The requested awards are also reasonable by reference to the amounts that other
18 California courts have found to be reasonable in wage and hour class action settlements: *Andrews v.*
19 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the
20 requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.
21 Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v.*
22 *Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of
23 \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
24 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman v.*
25 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where
26 class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
27 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
28 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding

1 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.
2 BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar*
3 *v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding
4 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los
5 Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail*
6 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,
7 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
8 County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue*
9 *v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court
10 (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
11 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v.*
12 *Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
13 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
14 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
15 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior
16 Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No.
17 BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
18 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
19 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
20 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
21 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
22 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
23 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
24 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
25 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
26 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
27 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
28 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*

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

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

1 screen out these employees.⁹ Onicra Credit Rating Agency states: "Background screening has become
2 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
3 culture, employers simply cannot afford to hire employees who will put their company at risk."¹⁰
4 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
5 extremely competitive and highly litigious, conducting pre employment background checks has become
6 a necessity."¹¹

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$27,484.92, and approval of the requested service awards to the Plaintiffs.

10 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
11 The Class Counsel Fees Payment awarded shall be allocated as follows: 40% to Blumenthal Nordrehaug
12 Bhowmik De Blouw LLP, 40% to Gaines & Gaines, APLC, and 20% to Mallison & Martinez. In
13 addition, the attorneys' fees aid to Gaines & Gaines, APLC will be further allocated 20% to Law Offices
14 of Alex P. Katofsky, APC and 80% to Gaines & Gaines, APLC.

15
16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed this 26th day of December, 2024, at San Diego, California.

18
19 /s/ Norman Blumenthal
20 NORMAN B. BLUMENTHAL

21
22
23
24
25 ⁹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ¹⁰ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

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

EXHIBIT #1

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FIRM RESUME

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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

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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

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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

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between 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

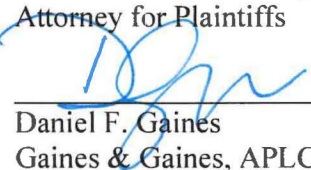
Dated: _____

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

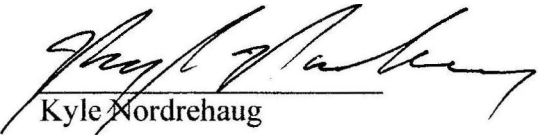
Dated: May 2, 2024

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

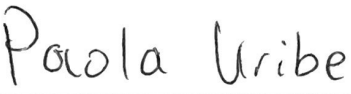
Dated: _____

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

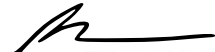
Dated: _____

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

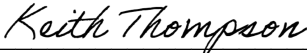
Dated: _____
Plaintiff Karen Hart

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

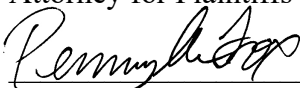
Dated: 5/6/24

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:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

Stan S. Mallison

Mallison & Martinez

1939 Harrison Street, Suite 730

Oakland, CA 94612

Tel.: (510) 832-999

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E-Mail: StanM@TheMMLawFirm.com

Daniel F. Gaines

Gains & Gains, APLC

4550 E. Thousand Oaks Blvd, Suite 100

Westlake Village, CA 91362

Tel.: (818) 703-8985

Fax: (818) 703-8984

E-Mail: daniel@gaineslawfirm.com

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

EUGENE RYU (SBN 209104)
Gene.Ryu@klgates.com
PENNY CHEN FOX, (SBN 280706)
Penny.Chen@klgates.com
K&L GATES LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
Telephone: 310.553.5000
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
28

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
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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

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 #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 12/26/2024
Due On: 01/25/2025

Wilson K Chung
705 Canonbury Way, 183
Hayward, CA 94544

CA2632

Monroe Operations

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/24/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	07/06/2022	Review case notes/damage analysis	0.75	\$675.00	\$506.25
Service	07/06/2022	Review & analyze plaintiffs' employment file documents	2.50	\$675.00	\$1,687.50
Service	07/06/2022	Revise complaint for filing, advise ND	2.80	\$450.00	\$1,260.00
Service	07/07/2022	Review, edit & finalize class action complaint draft; research company information; email to ND re venue	3.00	\$675.00	\$2,025.00
Service	07/07/2022	Confer w ND re venue; edit complaint; finalize for filing	0.50	\$675.00	\$337.50
Service	07/07/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	07/07/2022	Review & finalize class action complaint package; file in Orange Sup. Ct.	0.70	\$675.00	\$472.50
Service	07/08/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.60	\$675.00	\$405.00
Service	08/15/2022	Review Minute Order re complex designation; review file; verify P's complex fee paid re class case	0.30	\$675.00	\$202.50
Service	08/23/2022	Draft PAGA Only complaint	2.00	\$675.00	\$1,350.00

Service	08/24/2022	Finish drafting PAGA Only complaint	2.00	\$675.00	\$1,350.00
Service	08/24/2022	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	08/24/2022	Review & finalize PAGA only action complaint package; file in OC Sup. Ct.	0.75	\$675.00	\$506.25
Service	08/24/2022	Review case file. Review PAGA Notice. Review and revise PAGA only complaint. Status update to Plaintiffs.	1.90	\$850.00	\$1,615.00
Service	08/25/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.50	\$675.00	\$337.50
Service	08/25/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	08/26/2022	Prepare initial documents for service of process re class action case; identify registered agent; send out for service via Knox	0.75	\$675.00	\$506.25
Service	08/26/2022	Prepare initial documents for service of process re PAGA action case; send out for service via Knox	0.60	\$675.00	\$405.00
Service	08/30/2022	File Proof of Service of Summons re class action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	08/30/2022	File Proof of Service of Summons re paga action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	09/23/2022	Review documents and emails; analysis of arbitration issues; advise staff	0.75	\$950.00	\$712.50
Service	09/27/2022	Research PAGA action, and advise KN and PM re same	0.50	\$550.00	\$275.00
Service	09/28/2022	Review arbitration agreement; analysis of arbitration issues for both PAGA and class; advise staff	0.75	\$950.00	\$712.50
Service	09/28/2022	Evaluate analysis from KN re PAGA and arb	0.50	\$550.00	\$275.00
Service	10/04/2022	Draft Notices of Appearance (PM, CJ, VR) and file/serve.	1.30	\$250.00	\$325.00
Service	10/04/2022	Evaluate status of case and plaintiffs and draft request to dismiss plaintiff Burton, advise PM	0.75	\$550.00	\$412.50
Service	10/11/2022	meet and confer with Def re Rule 26 conference; prep for conference; correspondence to Def; advise PM	2.80	\$750.00	\$2,100.00
Service	10/14/2022	Strategize re Motion for Remand; strategize re discovery; review legal and factual issues.	1.00	\$750.00	\$750.00
Service	10/19/2022	Review and Revise: review and revise federal discovery; advise PM and GG	2.60	\$750.00	\$1,950.00

Service	10/28/2022	Review Motion for Remand.	1.00	\$750.00	\$750.00
Service	11/09/2022	Research status of case and claims, determine arb issue and how applied to Ps at issue, determine if new P is needed,	1.00	\$550.00	\$550.00
Service	11/09/2022	T/c with potential P and memorialize call	1.00	\$550.00	\$550.00
Service	11/15/2022	Draft: draft joint 26(f) statement; review case file and documents; review complaint; review court's orders and local rules; review correspondence between parties	3.20	\$750.00	\$2,400.00
Service	11/16/2022	Draft: joint rule 26(f) report; review court's orders; review trial timeline; review documents and case file; correspondence to def	1.20	\$750.00	\$900.00
Service	11/18/2022	Review and Revise: review and revise joint CMC statement; finalize; advise GG	1.00	\$750.00	\$750.00
Service	11/22/2022	Review and analyze legal and factual issues; strategize re class certification.	2.50	\$750.00	\$1,875.00
Service	11/23/2022	Draft: draft CMC statement for state court; review court's orders and docket; finalize; advise PM and GG	1.50	\$750.00	\$1,125.00
Service	11/23/2022	Review Def. Opp to Motion for Remand; Review and Revise reply brief.	2.00	\$750.00	\$1,500.00
Service	12/16/2022	Draft: draft initial disclosures; review court's orders and docket; review case file and notes; correspondence to Def	2.10	\$750.00	\$1,575.00
Service	01/05/2023	Review and Analyze: review motion for remand and opposition; prep for hearing; review discovery status	2.00	\$750.00	\$1,500.00
Service	01/09/2023	Review and Analyze: review discovery responses; draft correspondence regarding discovery responses; advise PM	2.00	\$750.00	\$1,500.00
Service	01/17/2023	Correspondence with Opposing Counsel: correspondence with def re discovery and local rules; legal research re local rules and discovery	0.50	\$750.00	\$375.00
Service	01/20/2023	meet and confer call with Defendant re discovery and mediation; review discovery; prep for call; follow up with PM	1.50	\$750.00	\$1,125.00
Service	01/24/2023	Review status of discovery and Def. discovery responses; strategize re discovery motions needed.	2.00	\$750.00	\$1,500.00
Service	02/01/2023	Review and revise opposition to motion; analysis of arbitration issues; research issue	1.00	\$950.00	\$950.00
Service	02/01/2023	Review and analyze Def. MTC Arb; review and analyze Def. Arb Agreement; draft opposition to Def. MTC Arb.	4.00	\$750.00	\$3,000.00

Service	02/03/2023	Review and revise and finalize opposition to Def. MTC Arb in PAGA Action; prepare declaration in support.	2.00	\$750.00	\$1,500.00
Service	02/07/2023	Receipt and Review of Correspondence: review correspondence from def; review discovery; review mediation agreement; advise PM	0.60	\$750.00	\$450.00
Service	02/08/2023	Draft: draft stip to continue dates; review court's orders; advise PM	2.10	\$750.00	\$1,575.00
Service	02/09/2023	Draft: draft CMC statements in PAGA and in class actions; draft stipulation to continue motion to compel arbitration and CMC; review court's orders and dockets; review status of federal case; review status of mediation; correspondence to Def; review and revise statements and stipulation	3.50	\$750.00	\$2,625.00
Service	02/09/2023	Review status of discovery and advise team re next steps related to discovery and case management.	1.50	\$750.00	\$1,125.00
Service	02/10/2023	Review and Revise: review and revise stipulation and joint CMC statement; correspondence to Def; finalize	0.60	\$750.00	\$450.00
Service	02/15/2023	Review docket and Def. reply to MTC Arbitration.	0.50	\$750.00	\$375.00
Service	04/07/2023	Correspondence with Opposing Counsel: correspondence re mediation and discovery; draft stipulation	1.80	\$750.00	\$1,350.00
Service	04/10/2023	Review and Analyze: review stipulation and agreements between parties; review discovery; advise PM	1.00	\$750.00	\$750.00
Service	04/21/2023	Review and Revise: review and revise stipulation re stay; correspondence to def	0.40	\$750.00	\$300.00
Service	04/26/2023	Review and Revise: review and revise stipulation re mediation; review mediation confirmation; advise PM	1.50	\$750.00	\$1,125.00
Service	04/26/2023	Review and revise association agreement. Legal research regarding related cases and overlap of claims. Status update to Plaintiffs. Send Association agreement for signature.	1.30	\$850.00	\$1,105.00
Service	05/01/2023	Draft: draft mediation data request; review documents; create exhibit book; revise mediation data request; advise AJB	4.50	\$750.00	\$3,375.00
Service	05/15/2023	Review sick pay and vacation pay claims. Analyze late payment of wage claims under Cal. Lab. Code section 204. Review pay stubs and perform legal research. Status update to Plaintiffs regarding mediation.	2.30	\$850.00	\$1,955.00
Service	05/23/2023	Review CMC Status and status of case and claims in preparation for drafting CMC Statement	1.00	\$550.00	\$550.00

Service	06/22/2023	Research status of case and claims, cmo and case notes in preparation for drafting CMC Statement	1.00	\$550.00	\$550.00
Service	06/22/2023	Draft Joint Status Report, advise PM< sent to OPC for incorp	1.00	\$550.00	\$550.00
Service	06/23/2023	Review and evaluate redlines from OPC finalized, sent for filing	0.50	\$550.00	\$275.00
Service	07/05/2023	Review case file and court docket. Review and analyze all discovery produced to date. Review data produced by Defendant for mediation purposes. Prepare for mediation.	4.90	\$850.00	\$4,165.00
Service	07/08/2023	Review time punch data for meal break violations. Legal research regarding recent court opinions and previous class certification rulings on meal break claims. Calls to Plaintiffs to obtain facts for mediation brief.	3.50	\$850.00	\$2,975.00
Service	07/10/2023	Analyze all pay stub exemplars for wage statement and regular rate violations. Legal research regarding the same. Call Plaintiff Chung regarding pay code origins.	3.10	\$850.00	\$2,635.00
Service	07/14/2023	Review Defendant's Document production in preparation for mediation and annotating relevant information	1.50	\$550.00	\$825.00
Service	07/14/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	07/15/2023	Legal research regarding previous settlement with similar workweeks and claims for mediation valuation.	2.90	\$850.00	\$2,465.00
Service	07/20/2023	Review corr from cocounsel re mediation. Review/analyze file. Draft/send corr to cocounsel / expert re mediation. Draft/send memo to Scott B re mediation.	2.00	\$895.00	\$1,790.00
Service	07/24/2023	Calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	07/26/2023	Review/analyze exposure analysis from expert. Call expert. Begin drafting mediation brief. Review Defendant's doc production. Research health care wage order and deviations from other laws. Review Augustus v. ABM. Discuss w/ partners.	6.00	\$895.00	\$5,370.00
Service	07/26/2023	Review facts and law. Draft mediation brief. Discuss with AJB.	5.10	\$850.00	\$4,335.00
Service	07/27/2023	Review case file and re-organize orders and CMC summaries; review status of class action and PAGA action.	0.50	\$750.00	\$375.00
Service	07/27/2023	Draft mediation brief. Review file/pull exhibits. Draft/send corr to cocounsel/experts w/ questions.	8.00	\$895.00	\$7,160.00

		Analyze prior settlement. Review/analyze responses from cocounsel/team re questions.			
Service	07/27/2023	Review mediation brief, analyze, advise AJ.	2.50	\$995.00	\$2,487.50
Service	07/27/2023	Analyze expert report, evaluate complaint and case notes, documents in file	1.00	\$550.00	\$550.00
Service	07/27/2023	Review and Analyze: review case history and court's orders; advise AJB	1.00	\$750.00	\$750.00
Service	07/28/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	07/29/2023	Review and analyze all mediation materials including briefs and exhibits thereto. Review expert damage and penalty analysis and notes and assumptions. Draft MOU for mediation. Status update to Plaintiffs.	3.10	\$850.00	\$2,635.00
Service	08/01/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	08/02/2023	Review/analyze memo from partner re mediator's proposal. Review/analyze mediator's proposal. Draft / send corr to partner re same.	2.00	\$895.00	\$1,790.00
Service	08/11/2023	Call from counsel in potentially related matter; discuss with PM; research matter	0.60	\$750.00	\$450.00
Service	08/11/2023	Analyze proposal re settlement issues.	1.75	\$995.00	\$1,741.25
Service	08/11/2023	Prep for and have call w/ cocounsel re related case. REview/docket or related case and analyze how to handle / include / possible exclude. Analyze overlap.	5.00	\$895.00	\$4,475.00
Service	08/15/2023	Analysis of case and settlement issues; discuss with NBB; review emails	0.50	\$950.00	\$475.00
Service	08/15/2023	Analyze settlement issues re 3rd case for appeal.	1.75	\$995.00	\$1,741.25
Service	08/15/2023	REview/analyze memo from partners re fee allocation to related case - acceptance parameters of mediator's proposal. Review docket. Set up call w/ other counsel. Prep for call.	3.00	\$895.00	\$2,685.00
Service	08/31/2023	Draft: draft case management statement; review status of case; review complaint and mediation brief; review mediator's proposal; correspondence to Def; advise PM	4.20	\$750.00	\$3,150.00
Service	08/31/2023	Draft: draft joint case management statement in class case; draft notice of related case; review dockets and orders; advise PM; correspondence to Def	2.40	\$750.00	\$1,800.00
Service	08/31/2023	Review/analyze corr from mediator re extension. Review/analyze feedback re same from cocounsel. Draft/send corr to mediator. Review response. Review corr from team re deadlines.	3.00	\$895.00	\$2,685.00

Service	09/01/2023	Draft: draft statement re OSC; correspondence to Def; advise PM; review case history and docket	2.20	\$750.00	\$1,650.00
Service	09/01/2023	Review and Revise: review and revise joint statements and stipulation; correspondence to Def; advise PM	1.10	\$750.00	\$825.00
Service	09/05/2023	Review/analyze corr from defense re number of pay periods. Analyze affect on exposure. Review corr from cocounsel/ mediator on same. Draft/send corr to mediator re parameters of acceptance of proposal.	4.00	\$895.00	\$3,580.00
Service	09/06/2023	Review dockets for class action and PAGA action; review continued dates in PAGA and advise team and defense.	0.50	\$750.00	\$375.00
Service	09/08/2023	Review MOU and analyze; appear for CMC; circulate internal summary of status of actions; review upcoming deadlines.	2.00	\$750.00	\$1,500.00
Service	09/08/2023	Review med proposal, analyze. Review MOU, analyze, advise AJ.	2.75	\$995.00	\$2,736.25
Service	09/09/2023	Review accepted proposal and terms; analysis of issues; review draft MOU and revisions to MOU; provide input	1.00	\$950.00	\$950.00
Service	09/13/2023	Review MOU, analyze revisions. Advise AJ.	2.25	\$995.00	\$2,238.75
Service	09/19/2023	Review mediation notes. Review and analyze MOU terms and settlement amounts. Conference with Plaintiffs regarding MOU terms. Send MOU for signatures. Follow up.	1.40	\$850.00	\$1,190.00
Service	10/04/2023	Review/analyze corr from cocounsel re individual claims. Draft/send response. Review/analyze further response from cocounsel.	2.00	\$895.00	\$1,790.00
Service	11/03/2023	Review correspondences regarding MOU; draft correspondence re the same to counsel	0.25	\$750.00	\$187.50
Service	11/10/2023	Review status of MOU and correspond with defense counsel re the same.	0.25	\$750.00	\$187.50
Service	11/15/2023	Review/analyze status of signing MOU. Draft/send corr w/ mediator following up. Review/analyze response.	2.00	\$895.00	\$1,790.00
Service	11/16/2023	Review status of MOU; strategize re long form agreement.	0.25	\$750.00	\$187.50
Service	11/27/2023	Review emails and status of MOU; strategize re the same.	0.50	\$750.00	\$375.00
Service	12/06/2023	Review revised MOU w/ defendant's revisions. Review/analyze cor from one cocounsel to another. Draft/send corr to Mallison.	3.00	\$895.00	\$2,685.00

Service	12/07/2023	Review docket and orders setting class cert briefing schedule; draft stipulation to vacate class cert briefing schedule.	1.00	\$750.00	\$750.00
Service	12/08/2023	Review draft MOU; finalize stipulation to vacate cert date; draft proposed order re stipulation to vacate cert date; review Central District e-filing requirements.	1.00	\$750.00	\$750.00
Service	12/08/2023	Analyze status of finalizing settlement. Review/analyze corr from cocounsel. Review/analyze latest draft of MOU. Draft/send corr to cocounsel. Review status of discovery / deadlines / meeting deadlines.	3.00	\$895.00	\$2,685.00
Service	12/13/2023	Review docket in PAGA action; notify team re the same and continuation of hearing on Def. Motion to Stay.	0.50	\$750.00	\$375.00
Service	12/15/2023	Prepare for and appear for CMC.	0.75	\$750.00	\$562.50
Service	12/18/2023	Review revisions to draft MOU; review status of MOU signing; correspond with defense re the same.	0.50	\$750.00	\$375.00
Service	12/20/2023	Review and analyze revised MOU and emails from co-counsel. Send to Plaintiffs for signature. Calls to discuss revisions to MOU and process of settlement approval.	0.90	\$850.00	\$765.00
Service	12/29/2023	Review status of signing of MOU; correspond with Parties re the same.	0.50	\$750.00	\$375.00
Service	12/29/2023	Review MOU for final, analyze.	2.50	\$995.00	\$2,487.50
Service	02/07/2024	Review and analyze MOU; strategize re amended complaint.	0.75	\$750.00	\$562.50
Service	02/08/2024	Update stipulation/order re stay, separate Proposed order, file and serve, send courtesy copy.	0.90	\$250.00	\$225.00
Service	02/09/2024	Draft settlement agreement	0.50	\$750.00	\$375.00
Service	02/13/2024	Review/analyze court's order staying case. Update calendar. Work on ascertaining status of finalizing settlement/amending pleadings.	2.00	\$895.00	\$1,790.00
Service	02/20/2024	Draft sections of prelim brief applicable to Kullar and escalator. Analyze amendment and consolidation issues.	3.00	\$895.00	\$2,685.00
Service	02/27/2024	Review MOU and strategize re long form settlement agreement; draft long form settlement agreement.	3.50	\$750.00	\$2,625.00
Service	02/28/2024	Review/analyze draft of settlement agreement and edits by cocounsel.	3.00	\$895.00	\$2,685.00
Service	02/28/2024	Analysis of issues from PM; review and revise draft agreement; review co-counsel revisions; redline agreement further and advise PM	1.75	\$950.00	\$1,662.50

Service	02/28/2024	Draft/review/revise settlement agreement.	4.00	\$750.00	\$3,000.00
Service	03/12/2024	Review draft amended complaint; review status of settlement agreement draft.	0.75	\$750.00	\$562.50
Service	03/18/2024	Review and Revise: review and revise joint cmc statements; finalize and file; advise PM; correspondence to Def	1.20	\$750.00	\$900.00
Service	03/18/2024	Evaluate status of case and settlement, call clerk re motion hearing, advise PM	1.00	\$550.00	\$550.00
Service	03/20/2024	Strategize re long form settlement agreement; review TPA bids and advise KN and co-counsel.	0.50	\$750.00	\$375.00
Service	03/27/2024	Review Def. revisions to settlement agreement; review and analyze MOU; advise KN re Def. revisions.	1.00	\$750.00	\$750.00
Service	03/29/2024	Review/analyze bids/co-counsel's objs to change to long form	2.00	\$895.00	\$1,790.00
Service	04/09/2024	Review Def. revisions to settlement agreement; telephonic conference with parties regarding settlement agreement.	0.50	\$750.00	\$375.00
Service	04/10/2024	Review revisions to draft settlement agreement.	0.50	\$750.00	\$375.00
Service	04/11/2024	Review status and emails; review draft of agreement; emails with PM; memo to AJ regarding valuation	0.75	\$950.00	\$712.50
Service	04/11/2024	Review draft agreement; legal research release issues; advise PM	1.50	\$950.00	\$1,425.00
Service	04/12/2024	Check Kullar analysis. Draft prelim app section re Kullar. Review revisions to long form.	3.00	\$895.00	\$2,685.00
Service	04/12/2024	Draft Exhibits to settlement; research issues	4.75	\$950.00	\$4,512.50
Service	04/15/2024	Review status; begin work on motion; research issues; prepare approval outline	1.00	\$950.00	\$950.00
Service	04/17/2024	Prepare approval outline; analysis of Kullar valuation; draft motion for preliminary approval; research issues; email all counsel; memo to Plaintiffs' counsel; emails with staff regarding next steps.	4.00	\$950.00	\$3,800.00
Service	04/17/2024	Review status of settlement agreement; advise KN re the same and regarding TPA bid.	0.50	\$750.00	\$375.00
Service	04/22/2024	Review Def. revisions to settlement agreement, amended complaint, and stip for leave to amend complaint; strategize re next steps.	1.00	\$750.00	\$750.00
Service	04/23/2024	Review file; draft declaration of Wilson Chung re motion for preliminary approval of settlement/service	2.25	\$675.00	\$1,518.75

		award request; email to client re draft declaration			
Service	04/23/2024	Review file; draft declaration of Lisa Burton re motion for preliminary approval of settlement/service award request; email to client re draft declaration	2.25	\$675.00	\$1,518.75
Service	04/29/2024	Review and revise long form settlement agreement draft; review calendar and exhibits; review status of amended complaint stipulation.	1.00	\$750.00	\$750.00
Service	05/01/2024	Review status and email PM; review emails; email draft Exhibit C; review revisions to Exhibit A; revise and redline Exhibit A ; emails to Defendant.	2.00	\$950.00	\$1,900.00
Service	05/02/2024	Review and analyze settlement agreement terms for conformity with MOU terms. Send to two Plaintiffs for signatures. Calls to discuss terms and status of settlement payments and approval.	1.20	\$850.00	\$1,020.00
Service	05/06/2024	Draft declaration ISO motion for preliminary approval; prepare exhibits	3.50	\$950.00	\$3,325.00
Service	05/06/2024	Review and revise motion for preliminary approval; finalize motion; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Service	05/06/2024	Strategize re amended complaint and filing of stipulation; review status of preliminary approval motion; review status of settlement agreement and strategize re the same.	1.00	\$750.00	\$750.00
Service	05/07/2024	Review Def revisions to Exhibit C; revise Exhibit C for final; memo to counsel; tel conf with Defendant; analysis of AE issue	1.00	\$950.00	\$950.00
Service	05/08/2024	Review status of federal class action; draft/finalize Joint Report re Status of Settlement; strategize re amended complaint.	0.75	\$750.00	\$562.50
Service	05/08/2024	Research status of case and claims, review local rules and research ROA, evaluate class orders, advise PM	1.00	\$550.00	\$550.00
Service	05/10/2024	Review status of amendment; review emails; respond	0.50	\$950.00	\$475.00
Service	05/13/2024	Review and revise class notice; respond to Def; review emails regarding client Chung	0.50	\$950.00	\$475.00
Service	05/13/2024	Revise motion; prepare revised motion and documents for filing; memo for staff; email to counsel with motion	2.00	\$950.00	\$1,900.00
Service	05/13/2024	Telephonic conference with defense counsel; strategize re stipulation for leave to file amended complaint; strategize re motion for preliminary approval; review revised prelim approval motion.	1.50	\$750.00	\$1,125.00
Service	05/14/2024	Review documents and status; emails with Staff	0.50	\$950.00	\$475.00

Service	05/15/2024	Prepare final signed agreement; finalize exhibits and prepare complete agreement; revise draft declaration; memo to staff; email to counsel	2.80	\$950.00	\$2,660.00
Service	05/15/2024	Review and revise notice of association; review prelim approval motion; confirm all steps have been taken re amended complaint stipulation and prelim approval.	1.00	\$750.00	\$750.00
Service	05/22/2024	Review docket; download stip and order; review emails; respond	0.60	\$950.00	\$570.00
Service	05/28/2024	Review status and docket; prepare proposed order; memo to staff; email counsel with documents	1.00	\$950.00	\$950.00
Service	05/30/2024	Review docket for Uribe action; upload SAC to LWDA website.	0.50	\$750.00	\$375.00
Service	05/31/2024	Court appearance - motion for preliminary approval; prepare for hearing; memo to co-counsel; email to Defendant; revise proposed order and class notice	1.75	\$950.00	\$1,662.50
Service	06/11/2024	Work on supplemental issues; memo to counsel; review emails and next steps	0.75	\$950.00	\$712.50
Service	06/17/2024	Prepare supplemental declaration; prepare supplemental filing; file and serve documents; email counsel.	1.50	\$950.00	\$1,425.00
Service	06/26/2024	Court appearance - preliminary approval; prepare for hearing; review documents	1.00	\$950.00	\$950.00
Service	07/16/2024	Review corr from defendant and analyze escalator increase issues.	2.00	\$895.00	\$1,790.00
Service	07/22/2024	Review calculations and admin email; analysis of PAGA issue; respond to Admin	0.50	\$950.00	\$475.00
Service	08/01/2024	Review case file and preliminary approval order. Review and respond to class member inquiries regarding claims and status of approval.	1.00	\$850.00	\$850.00
Service	08/02/2024	Review and respond to class member inquiries; email Admin	0.30	\$950.00	\$285.00
Service	08/05/2024	Draft joint stipulation for dismissal of class action.	0.80	\$250.00	\$200.00
Service	08/06/2024	Finalize, file, serve Stipulation for Dismissal	0.50	\$250.00	\$125.00
Service	08/22/2024	Review status and Def emails; review agreement and draft notice to AEs; review and revise draft notice; email to Def with redlines	1.00	\$950.00	\$950.00
Service	09/04/2024	ROA review re revised prelim. approval order, download, save, and email to PM.	0.10	\$250.00	\$25.00
Service	09/04/2024	Review preliminary approval order and preliminary approval motion; strategize re final approval motion;	2.50	\$750.00	\$1,875.00

		begin drafting final approval motion; review TPA reports regarding class notice status.			
Service	09/05/2024	Draft final approval motion; review preliminary approval order and preliminary approval motion.	2.00	\$750.00	\$1,500.00
Service	09/09/2024	Review co-counsel declarations in support of final approval; advise KN re the same.	0.50	\$750.00	\$375.00
Service	09/13/2024	Review status; work on calculation issues and emails with Admin; review and revise draft motion for final approval; email to counsel; review declaration from co-counsel; memo to staff re: next steps.	3.00	\$950.00	\$2,850.00
Service	09/13/2024	Review correspondences between KN and settlement administrator; review co-counsel declarations.	0.50	\$750.00	\$375.00
Service	09/13/2024	Review corrected spreadsheets; analysis of correction issues; memo to Def and co-counsel	1.00	\$950.00	\$950.00
Service	09/20/2024	ROA review to confirm upcoming CMC and add info/ circulate remote appearance information email.	0.10	\$250.00	\$25.00
Service	09/25/2024	Draft order re request for dismissal, finalize dismissal, order, declaration, draft POS, file and serve.	0.80	\$250.00	\$200.00
Service	09/25/2024	Finalize, file, serve request for dismissal, declaration, and proposed order in Class action.	0.60	\$250.00	\$150.00
Service	09/25/2024	Tel. call to clerk to follow up re filing of Dismissals in class and PAGA actions.	0.10	\$250.00	\$25.00
Service	09/25/2024	Review dockets for both class action and PAGA action; prepare and finalize requests for dismissal and supporting declarations for (1) class action and (2) PAGA action.	1.50	\$750.00	\$1,125.00
Service	09/26/2024	ROA review re orders for dismissal of PAGA and Class action, save to file.	0.30	\$250.00	\$75.00
Service	09/26/2024	Review dockets for class action and PAGA action; review orders dismissing class action and PAGA action; update team re the same.	0.50	\$750.00	\$375.00
Service	09/27/2024	Review revise stip; review and revise curative notice; review emails; respond to co-counsel	1.00	\$950.00	\$950.00
Service	10/09/2024	Review stipulation and emails; respond; review final stipulation	0.50	\$950.00	\$475.00
Service	10/15/2024	Court appearance; prepare for hearing; memo to staff and co-counsel	1.00	\$950.00	\$950.00
Service	12/11/2024	Work on settlement issues; emails with Admin; review results of Admin and revised spreadsheet; memo to Plaintiffs' counsel	0.50	\$950.00	\$475.00

Service	12/11/2024	Review and revise motion for final approval; update approval chart; review co-counsel decls.	2.00	\$950.00	\$1,900.00
Service	12/16/2024	Draft declaration in support of final approval motion.	2.50	\$750.00	\$1,875.00
Service	12/17/2024	Draft/review/revise declaration in support of final approval.	1.00	\$750.00	\$750.00
Service	12/18/2024	Reviewed and revised TOC and TOA for memorandum of Ps and As re final approval.	1.60	\$250.00	\$400.00
Service	12/19/2024	Review billing records; review declarations from co-counsel.	0.25	\$750.00	\$187.50
Service	12/26/2024	Review and revise declaration; prepare exhibits for declaration	1.00	\$950.00	\$950.00
Service	12/26/2024	Review and revise motion; prepare final motion; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Services Subtotal					\$256,321.25

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/09/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	07/08/2022	Onelegal/Filing Fee	1.00	\$1,492.52	\$1,492.52
Expense	08/25/2022	Onelegal Fee/Filing Fee	1.00	\$1,492.52	\$1,492.52
Expense	08/30/2022	Onelegal Fee/Filing Fee	1.00	\$15.19	\$15.19
Expense	08/30/2022	Onelegal Fee/Filing Fee	1.00	\$16.57	\$16.57
Expense	08/31/2022	KNOX - Filing and Messenger Service.	1.00	\$112.95	\$112.95
Expense	08/31/2022	KNOX - Filing and Messenger Service.	1.00	\$60.95	\$60.95
Expense	08/31/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	08/31/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	10/31/2022	Lexis Nexis.	1.00	\$852.00	\$852.00
Expense	11/28/2022	filing via One Legal	1.00	\$12.87	\$12.87
Expense	11/29/2022	One Legal Invoice - 04559027	1.00	\$42.72	\$42.72
Expense	11/30/2022	Lexis Nexis	1.00	\$1,098.00	\$1,098.00
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$124.35	\$124.35
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$124.35	\$124.35
Expense	01/13/2023	Lexis Nexis	1.00	\$4,848.00	\$4,848.00

Expense	02/09/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	02/15/2023	filing via One Legal	1.00	\$36.24	\$36.24
Expense	03/30/2023	Mediation Fees - McKelvey Resolution	1.00	\$3,750.00	\$3,750.00
Expense	06/24/2023	One Legal Filing Fee	1.00	\$15.65	\$15.65
Expense	07/21/2023	One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	08/16/2023	Berger Consulting Fee.	1.00	\$4,300.00	\$4,300.00
Expense	09/01/2023	Lexis Nexis	1.00	\$436.00	\$436.00
Expense	09/02/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	09/06/2023	One Legal Filing Fee	1.00	\$36.24	\$36.24
Expense	03/18/2024	court filing via One Legal	1.00	\$15.39	\$15.39
Expense	05/09/2024	KNOX Filing and Messenger Services	1.00	\$35.75	\$35.75
Expense	05/14/2024	Ventura Superior Court e file fee	1.00	\$1.70	\$1.70
Expense	05/14/2024	Ventura Superior Court e file fee	1.00	\$61.75	\$61.75
Expense	05/15/2024	KNOX Filing and Messenger Services	1.00	\$126.35	\$126.35
Expense	05/17/2024	FedEx	1.00	\$40.30	\$40.30
Expense	05/17/2024	FedEx	1.00	\$38.42	\$38.42
Expense	05/17/2024	Court e-file fee	1.00	\$1.80	\$1.80
Expense	05/17/2024	Court e-file fee	1.00	\$4.95	\$4.95
Expense	05/20/2024	Court e-file fee	1.00	\$4.95	\$4.95
Expense	05/20/2024	Court e-file fee	1.00	\$1.80	\$1.80
Expense	05/29/2024	Court e-file fee	1.00	\$4.95	\$4.95
Expense	05/29/2024	Court e-file fee	1.00	\$1.80	\$1.80
Expense	05/30/2024	KNOX Filing and Messenger Services	1.00	\$120.75	\$120.75
Expense	06/17/2024	Court e-file fee	1.00	\$1.80	\$1.80
Expense	06/17/2024	Court e-file fee	1.00	\$4.95	\$4.95
Expense	09/25/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$17.76	\$17.76
Expense	09/25/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$129.06	\$129.06
Expense	09/25/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$51.63	\$51.63
Expense	10/15/2024	Courtcall charge for hearing appearance	1.00	\$72.00	\$72.00
Expense	12/26/2024	Court call - appearance fee	1.00	\$72.00	\$72.00

Expense	12/26/2024	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$19,934.85

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	58.0	\$895.00	\$51,910.00
Norm Blumenthal	13.5	\$995.00	\$13,432.50
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Nicholas De Blouw	32.6	\$850.00	\$27,710.00
Ricardo Ehmann	21.85	\$675.00	\$14,748.75
Jeffrey Herman	0.6	\$750.00	\$450.00
Charlotte James	11.75	\$550.00	\$6,462.50
Piya Mukherjee	55.5	\$750.00	\$41,625.00
Kyle Nordrehaug	54.95	\$950.00	\$52,202.50
Victoria Rivapalacio	48.5	\$750.00	\$36,375.00
Gerardo Galaviz	7.1	\$250.00	\$1,775.00
		Subtotal	\$276,256.10
		Total	\$276,256.10

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	01/25/2025	\$276,256.10	\$0.00	\$276,256.10
Outstanding Balance				\$276,256.10
Total Amount Outstanding				\$276,256.10

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #5

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Attorneys for Plaintiffs Paola Uribe and Maria Soto

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
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Kyle@bamlawca.com
Attorneys for Plaintiffs Wilson Chung and Lisa Burton

GAINES & GAINES, APLC

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Telephone: (818) 703-8985
Facsimile: (818) 703-8984
Attorneys for Plaintiff Karen Hart

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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,

Plaintiffs,

v.

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

Assigned to the Hon. Mark S. Borrell, Dept. 40

CLASS ACTION

**DECLARATION OF KAREN HART IN
SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: January 21, 2025

Time: 8:20 a.m.

Dept.: 40

Complaint Filed: March 18, 2021

1 I, KAREN HART, hereby declare and state as follows:

2 1. I am a named Plaintiff in a pending lawsuit and arbitrations against Defendants
3 Monroe Operations, LLC, dba Newport Healthcare and Newport Academy and Newport Institute
4 and Center for Families (“Defendants”) and I submit this declaration in support of Plaintiffs’
5 Unopposed Motion for Final Approval of Class and Representative Action Settlement. I am a
6 competent adult and worked for one or more of the Defendants as a non-exempt employee during
7 the relevant time period. I have personal knowledge of the facts set forth herein, and if called as
8 a witness to testify to them, I could and would do so competently.

9 2. I contacted my current attorneys when I questioned the employment practices of
10 Defendants prior to commencing my lawsuit. I accepted the opportunity to act as a Class
11 Representative in a class action on behalf of other employees of Defendants whom I believed were
12 being subjected to labor law violations. Although presented with the opportunity, I did not pursue
13 this case on an individual basis and instead did so as a representative action so that I could help
14 other employees recover for what I believed were Defendants’ illegal practices.

15 3. Specifically, I questioned Defendants’ practices of failing to pay all wages; failing
16 to provide all meal and rest periods; failing to timely compensate employees upon separation; and
17 issuing their employees deficient wage statements. Through many discussions with my lawyers,
18 I learned these may be illegal practices and Defendants’ employees might have recourse for them.

19 4. By bringing this lawsuit, and throughout its course, I have put the interests of the
20 employees ahead of my own. I understood that I could possibly earn a small enhancement payment
21 if this case resolved itself favorably, but always knew that I could also be responsible for paying
22 Defendants’ attorneys’ fees and costs if it did not. My goal in bringing this lawsuit was to obtain
23 a recovery on behalf of all employees, and even more importantly, to put an end to what I believed
24 were illegal practices on the part of Defendants. I believe I have achieved both through this lawsuit
25 and settlement.

1 5. I am very happy about the results of this litigation. I am satisfied that Defendants
2 are compensating class members for unpaid wages, premium wages for missed meal and rest
3 periods, penalties, and interest that I believe we are due.

4 6. At the onset of this case, I spent time through numerous phone calls with several of
5 my attorneys explaining what I understood to be the policies and procedures of Defendants and
6 how they were applied to me and others I worked with. During the course of this litigation, up
7 through and following the settlement process, I kept actively involved with its status, tracking the
8 status of the case and participating as much as possible.

9 7. While I have not maintained detailed time records of my activities in connection
10 with this litigation, I believe that have spent and will spend a total of approximately 25 hours
11 assisting my attorneys with the preparation of this case, and doing work and analysis independent
12 from my attorneys both before and during this case, including conducting an independent
13 investigation of the facts.

14 8. Before this litigation commenced, and throughout its course, I have spent
15 approximately 12.5 or more hours gathering, organizing, and reviewing documents and
16 information for this lawsuit. I sifted through many of my own documents and reviewed
17 information produced by Defendants as part of this case.

18 9. I have communicated with my attorneys several times per month to track my case's
19 status. I have taken an active involvement in this matter throughout its course.

20 10. This lawsuit will almost certainly result in reputational harm to me. There is a
21 stigma associated with suing anyone, let alone your former employer. I will probably be adversely
22 affected when it comes to obtaining future employment – employers who learn that I sued
23 Defendants in a class action will likely avoid hiring me.

24 11. I do not believe that I have any conflicts with other members of the class. My
25 interests in bringing this lawsuit – for Defendants to change their labor practices going forward
26 and to compensate current and former employees – are the same as those of all other class
27 members.

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

3 Executed on September ^{09 / 09 / 2024} ~~___~~, 2024 at Vacaville, California.

4
5 
6 KAREN HART

EXHIBIT #6

1 **MALLISON & MARTINEZ**
2 Stan S. Mallison (SBN 184191)
3 StanM@TheMMLawFirm.com
4 1939 Harrison Street, Suite 730
5 Oakland, California 94612-3547
6 Telephone: (510) 832-9999
7 Facsimile: (510) 832-1101

8 Attorneys for Plaintiffs

9
10
11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF VENTURA

14 PAOLA URIBE, individually, MARIA
15 SOTO, individually, and on behalf of others
16 similarly situated,

17 Plaintiff,

18 vs.

19 MONROE OPERATIONS, LLC, (dba
20 Newport Healthcare, Newport Academy,
21 Newport Institute, and Center for Families)),
22 and DOES ONE through TWENTY
23 inclusive,

24 Defendants.

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

**DECLARATION OF WILSON CHUNG IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE 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

25
26
27
28 **DECLARATION OF KAREN HART IN SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

1 I, Wilson Chung, declare as follows:

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

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

8 3. I worked for defendant Monroe Operations, LLC (“Monroe Operations”) in California
9 from November of 2019 to January of 2021 and during that time period I was classified by
10 Monroe Operations as a non-exempt employee.

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

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 my supervisors contacted me after-hours from time to time on my personal cell phone regarding
22 work-related issues but I was not paid for this time nor was I reimbursed for the expenses I
23 incurred using my cell phone. I also did not always receive compliant meal breaks which were
24 sometimes late, short or missed entirely – and when these violations occurred I did not receive all
25 the meal break premium payments I was entitled to.
26

27 6. I spoke to my attorneys several times and discussed how Monroe Operations implemented
28

1 its company policies and procedures. I also assisted my attorneys in their investigation into my
2 claims by providing them documents and answering their questions. I reviewed the complaint
3 before it was filed and was given access to an electronic file sharing program that alerted me via
4 email when important documents were filed so that I could review them and keep up with the
5 developments in the case which I understood was one of my duties as a class representative. I
6 could also access court filings from this case on my attorney's law firm website.
7

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

15 8. I understood that being a plaintiff/class representative in this case meant that I was
16 seeking damages not only for myself but also other current and/or former non-exempt employees
17 working for Monroe Operations in California who make up the class. I felt that these individuals
18 were not aware of their labor law rights and even if they were they would probably be
19 apprehensive about speaking up or even simply because of the time, effort and risk involved in
20 filing a class action lawsuit.
21

22 9. I understood that being a part of this lawsuit involved risks. For example, my
23 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
24 pay for all or part of the attorney fees and costs paid by Monroe Operations to defend this lawsuit.
25 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
26 hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would
27 not be difficult for a future employer to become aware that I sued a former employer for labor law
28

1 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
2 the rights of others regardless of the risks, time and effort I spent on this case.

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

6 11. A mediation took place on August 1, 2023 with Brandon McKelvey, a well-
7 respected and experienced mediator of wage and hour class actions. After the mediation the
8 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
9 communicated with my attorneys regarding the terms of the settlement which was reached
10 between the parties and understood that I was representing absent class members and therefore
11 wanted the best possible result to be obtained for the class members and I believe a very positive
12 result was in fact achieved via settlement.

13 12. I have been actively involved with this lawsuit performing the duties described above.
14 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
15 filings, assisted in the responses to written discovery from Monroe Operations and spent a
16 significant amount of time on the issues presented during the lawsuit and in the settlement process.
17 I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe
18 I have been diligent and have done what is expected of a named plaintiff and a proposed class
19 representative to date, and will continue to do so. I have and always will maintain the best interest
20 of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step
22 review by the Court to determine whether the settlement is fair before approving the settlement. I
23 know this process also involves notifying all class members of the settlement terms and of their
24 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
25

1 settlement.

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

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

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing a former employer, the exposure to being responsible for paying Monroe Operation's costs
16 in the event we did not win the case, the reputational risk that future employers may hold this
17 lawsuit against me, the general release and in light of the size of the settlement, I believe the
18 request for \$15,000 as a Class Representative service payment is fair and reasonable.
19

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

22 Executed on Apr 24, 2024, at Hayward, CA.
23 (city, state)

24 *Chung Yew Kay*
Chung yew Kay (Apr 24, 2024 20:17 GMT+8)

25 Wilson Chung
26
27
28

EXHIBIT #7

MALLISON & MARTINEZ
Stan S. Mallison (SBN 184191)
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1939 Harrison Street, Suite 730
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Telephone: (510) 832-9999
Facsimile: (510) 832-1101

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

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

Plaintiff,

vs.

MONROE OPERATIONS, LLC, (dba
Newport Healthcare, Newport Academy,
Newport Institute, and Center for Families)),
and DOES ONE through TWENTY
inclusive,

Defendants.

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

**DECLARATION OF LISA BURTON IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE 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

**DECLARATION OF KAREN HART IN SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

1 I, Lisa Burton, declare as follows:

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

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

8 3. I worked for defendant Monroe Operations, LLC (“Monroe Operations”) in California
9 from September of 2019 to April of 2022 and during that time period I was classified by Monroe
10 Operations as a non-exempt employee.

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

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 my supervisors contacted me after-hours from time to time on my personal cell phone regarding
22 work-related issues but I was not paid for this time nor was I reimbursed for the expenses I
23 incurred using my cell phone. I also did not always receive compliant meal breaks which were
24 sometimes late, short or missed entirely – and when these violations occurred I did not receive all
25 the meal break premium payments I was entitled to.
26

27 6. I spoke to my attorneys several times and discussed how Monroe Operations implemented
28

1 its company policies and procedures. I also assisted my attorneys in their investigation into my
2 claims by providing them documents and answering their questions. I reviewed the complaint
3 before it was filed and was given access to an electronic file sharing program that alerted me via
4 email when important documents were filed so that I could review them and keep up with the
5 developments in the case which I understood was one of my duties as a class representative. I
6 could also access court filings from this case on my attorney's law firm website.
7

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

15 8. I understood that being a plaintiff/class representative in this case meant that I was
16 seeking damages not only for myself but also other current and/or former non-exempt employees
17 working for Monroe Operations in California who make up the class. I felt that these individuals
18 were not aware of their labor law rights and even if they were they would probably be
19 apprehensive about speaking up or even simply because of the time, effort and risk involved in
20 filing a class action lawsuit.
21

22 9. I understood that being a part of this lawsuit involved risks. For example, my
23 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
24 pay for all or part of the attorney fees and costs paid by Monroe Operations to defend this lawsuit.
25 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
26 hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would
27 not be difficult for a future employer to become aware that I sued a former employer for labor law
28

1 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
2 the rights of others regardless of the risks, time and effort I spent on this case.

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

6 11. A mediation took place on August 1, 2023 with Brandon McKelvey, a well-
7 respected and experienced mediator of wage and hour class actions. After the mediation the
8 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
9 communicated with my attorneys regarding the terms of the settlement which was reached
10 between the parties and understood that I was representing absent class members and therefore
11 wanted the best possible result to be obtained for the class members and I believe a very positive
12 result was in fact achieved via settlement.

13 12. I have been actively involved with this lawsuit performing the duties described above.
14 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
15 filings, assisted in the responses to written discovery from Monroe Operations and spent a
16 significant amount of time on the issues presented during the lawsuit and in the settlement process.
17 I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe
18 I have been diligent and have done what is expected of a named plaintiff and a proposed class
19 representative to date, and will continue to do so. I have and always will maintain the best interest
20 of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step
22 review by the Court to determine whether the settlement is fair before approving the settlement. I
23 know this process also involves notifying all class members of the settlement terms and of their
24 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
25
26
27
28

1 settlement.

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

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

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing a former employer, the exposure to being responsible for paying Monroe Operation's costs
16 in the event we did not win the case, the reputational risk that future employers may hold this
17 lawsuit against me, the general release and in light of the size of the settlement, I believe the
18 request for \$15,000 as a Class Representative service payment is fair and reasonable.
19

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

22 Executed on Apr 23, 2024, at Orange, California.
23 (city, state)

24 

Lisa Burton (Apr 23, 2024 21:37 PDT)

Lisa Burton