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

13 **IN AND FOR THE COUNTY OF SONOMA**

14 DORIS VANESSA JACOBY, an
15 individual, on behalf of herself, and on
16 behalf of all persons similarly situated,

17 Plaintiff,

18 vs.

19 NORCAL HEALTHCONNECT, LLC, a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE No. **SCV-271141**

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

Hearing Date: December 4, 2024

Hearing Time: 3:00 p.m.

*[Hearing scheduled by Orders dated August 21, 2024
and September 25, 2024]*

Judge: Hon. Bradford DeMeo
Dept: 17

Date Filed: July 8, 2022

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 HealthConnect, LLC (“Defendant”) reached a full and final settlement of the above-captioned action,
2 which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is One Million Dollars (\$1,000,000)
4 (Agreement at ¶¶ 1.26 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the
5 following elements: (1) payment of the Individual Class Payments to the Participating Class Members;
6 (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration
7 Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the PAGA
8 Penalties. (Agreement at ¶ 3.1.)

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

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

17 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
18 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
19 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
20 Administration Expenses Payment (the “Net Settlement Amount”) shall be allocated to Participating
21 Class Members as their Individual Class Payments and Background Class Check Payments. (Agreement
22 at ¶¶ 1.32 and 3.2(e).) From the Net Settlement Amount, first, a Background Check Class Payment paid
23 out at a flat rate of \$50 per individual. Second, the Individual Class Payment for each Participating Class
24 Member will be calculated by (i) dividing the Net Settlement Amount (after deducting the Background
25 Class Check Payments) by the total number of Workweeks worked by all Participating Class Members
26 during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
27 (Agreement at ¶ 3.2(e).) Workweeks will be calculated based on Defendant’s records; however, Class
28 Members will have the right to challenge their number of Workweeks..

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

13 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
14 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
15 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
16 checks sent to the California State Controller's Office, Unclaimed Property Division, in the name of the
17 Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of
18 Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

19 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
20 at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration
21 in an amount not to exceed \$17,000. (Agreement at ¶ 3.2(c).) The Administration Expenses Payment,
22 including fees and costs incurred to-date, as well as anticipated fees and costs for completion of the
23 settlement administration, will be set forth in the forthcoming Polites Decl.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement

26
27 ¹ The Response Deadline is on November 19, 2024, which is after the filing of this motion. As a
28 result, the final Administration figures will be documented in the forthcoming Declaration of Polites,
to be filed after November 19 and in advance of the December 4, 2024 hearing.

1 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
2 Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).) Subject to
3 Court approval, the Agreement provides for a payment of no more than \$20,000 to the Plaintiff as the
4 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion for
5 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
6 support, for these requests, including lodestar.

7 (i) Subject to Court approval, Forty Thousand Dollars (\$40,000) will be paid from the Gross
8 Settlement Amount in settlement of Plaintiff's claim for civil penalties under the California Labor Code
9 Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, et seq. Pursuant to the express
10 requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75%
11 (\$30,000) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$10,000) allocated
12 to the Aggrieved Employees and distributed as Individual PAGA Payments based on the number of their
13 respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service,
14 the LWDA has been served with this motion and the Agreement.

15 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
16 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
17 is "fair, adequate, and reasonable." (Preliminary Approval Order at p. 3, no. 9.) In sum, the Settlement
18 valued at \$1,000,000 is an excellent result for the Class. This result is particularly favorable in light of
19 the fact that liability and class certification in this case were far from certain in light of the defenses
20 asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
21 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
22 reasonable and adequate, and should be finally approved.

23
24 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
25 dated August 21, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
26 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On September
27 20, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
28 provided each class member with the terms of the Settlement, including notice of the claims at issue and

1 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
2 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
3 amount to that individual. In disseminating the notice, the Administrator followed the notice procedures
4 authorized by the Court in its Preliminary Approval Order. To date, there have been no objections and
5 few requests to opt-out.² As such, nearly the entire Class will participate in the Settlement and will be
6 sent a settlement check.

7
8 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
9 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
10 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
11 for required expenses, were not provided accurate itemized wage statements, were not paid accrued and
12 used sick pay at the correct rate of pay, were not provided with compliant disclosures and/or
13 authorizations in violation of the Fair Credit Reporting Act, the Investigative Consumer Reporting
14 Agencies Act and the Consumer Credit Reporting Agencies Act, and were not paid all wages at the time
15 of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other
16 equitable or legal relief allegedly due and owing to Plaintiff and the Class Members.

17
18 6. Procedural History of the Litigation

19 (a) On June 9, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under
20 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
21 behalf of Aggrieved Employees for various Labor Code violations. On July 8, 2022, Plaintiff commenced
22 the Action by filing a Complaint against Defendant in the Superior Court of the State of California,
23 County of Sonoma. The Complaint asserted class claims against Defendant for: (1) unfair competition
24 in violation of Cal. Bus & Prof. Code §§ 17200, *et seq.*; (2) failure to pay minimum wages in violation
25 of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Cal.

26
27 ² The Response Deadline is on November 19, 2024, which is after the filing of this motion. As a
28 result, the final Administration figures will be documented in the forthcoming Declaration of Polites,
to be filed after November 19 and in advance of the December 4, 2024 hearing.

1 Labor Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7
2 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512;
3 (6); failure to provide accurate itemized wage statements in violation of California Labor Code § 226;
4 (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802;
5 (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
6 (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246. On
7 September 14, 2022, Plaintiff filed a First Amended Class Action Complaint ("FAC"), alleging additional
8 causes of action against Defendant for: (1) failure to make proper disclosures in violation of 15 U.S.C.
9 §§ 1681, *et seq.*; (2) failure to obtain proper authorizations in violation of 15 U.S.C. §§ 1681, *et seq.*; (3)
10 failure to make proper disclosures in violation of California Civil Code §§ 1786, *et seq.*; and, (4) failure
11 to obtain proper disclosures in violation of California Civil Code §§ 1785, *et seq.*

12 (b) On August 31, 2022, Plaintiff filed a separate Representative Action Complaint against
13 Defendant in the Superior Court of the State of California, County of Sonoma, (Plaintiff's "PAGA
14 Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for
15 Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203,
16 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
17 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
18 Order(s).

19 (c) On October 26, 2022, Plaintiff filed a Second Amended Class Action Complaint ("SAC")
20 that added the claims and parties from Plaintiff's PAGA Action into Plaintiff's Class Action. The SAC
21 is the operative complaint in the Action (the "Operative Complaint"). On November 29, 2022, Defendant
22 filed an Answer to Plaintiff's SAC, asserting twenty-three (23) Affirmative Defenses.

23 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
24 including production of documents, class data, and other information, allowing for the full and complete
25 analysis of liabilities and defenses to the claims in the Action. Plaintiff obtained both formal and informal
26 discovery, which included depositions and the production and analysis of hundreds of pages of
27 documents. The information for mediation obtained by Plaintiff included: (1) data concerning the
28 composition of the Class; (2) payroll data for the Class and time punch data for the Class which covered

1 26,595 shifts and 7,575 work weeks; (3) Defendant's wage and hour policies and job descriptions; (4)
2 the employment file for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As
3 such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's
4 expert to prepare the valuations of the claims for the Class.

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

11 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation.
12 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
13 information in connection with the Action. On June 6, 2023, the Parties participated in an all-day
14 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
15 actions. Although no settlement was reached at mediation, the Parties continued to litigate the matter
16 while continuing settlement discussions with the mediator. Ultimately, each side, represented by its
17 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was
18 memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the
19 settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

20 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
21 any kind associated with the claims alleged in the Action and further denies that, for any purpose other
22 than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
23 among other things, that it has properly compensated the Class Members and complied at all times with
24 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant
25 contends that class certification is inappropriate for any reason other than for settlement. Plaintiff
26 contends that Defendant violated California wage and hour laws. Plaintiff further contends that the Action
27 is appropriate for class certification on the basis that the claims meet the requisites for class certification.
28 Without admitting that class certification is proper, Defendant has stipulated that the above Class may

1 be certified for settlement purposes only. (Agreement at ¶ 2.10.) The Parties agree that certification for
2 settlement purposes is not an admission that class certification is proper. Further, the Agreement is not
3 admissible in this or any other proceeding as evidence that the Class could be certified absent a
4 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites
5 for establishing class certification with respect to the Class are satisfied.

6 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
7 Extensive formal discovery was performed, which included relevant depositions and the production of
8 hundreds of pages of documents. Over the course of two years, Class Counsel diligently evaluated the
9 Class Members' claims against Defendant. Prior to the settlement negotiations, counsel for Defendant
10 provided Class Counsel with access to necessary documents and information for the Class. In addition,
11 Class Counsel has previously negotiated settlements with other employers in actions involving nearly
12 identical issues and analogous defenses. Based on the informal discovery and their own independent
13 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant on
14 the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
15 Class in light of all known facts and circumstances, including the risk of significant delay, the risk that
16 the claims would not be allowed to proceed on a class or representative basis, the defenses asserted by
17 Defendant, and potential appellate issues.

18 19 7. History of Settlement Discussions

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

26 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a
27 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
28 preparation for the mediation, Defendant provided to Plaintiff and Class Counsel payroll and employment

1 data and other information regarding the Class Members, various internal documents, and other
2 compensation and employment-related materials. Class Counsel analyzed the data with the assistance of
3 damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator.
4 Following this all-day mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

5 (c) From April 2024 to May 2024, the settlement agreement and exhibits thereto were
6 finalized and executed. On August 21, 2024, the Court granted the Motion for Preliminary Approval, and
7 entered the Order granting preliminary approved of the settlement as fair and reasonable to the Class. The
8 Parties later stipulated to continue Plaintiff's Final Approval hearing date from November 6, 2024 to
9 December 4, 2024, which the Court granted on September 25, 2024.

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

12
13 8. The outcome of this case would have been uncertain and fraught with risks.

14 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
15 Plaintiff and the other Class Members. Defendant maintains that its practices complied with all
16 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly
17 recorded and compensated and that there was no unpaid overtime. Defendant also argued that any unpaid
18 overtime attributable to workers subject to a CBA is not compensable overtime under the CBA.
19 Defendant contends that its meal and rest period policies and practices provide Class Members with meal
20 and rest periods and that the payment of significant meal premiums is evidence of Defendant's legal
21 compliant practices. As to expense reimbursement, Defendant maintains that it did not fail to provide
22 reimbursement for necessary business expenses because, among other things, employees are not required
23 to use their personal cell phones to perform their work. Defendant could argue that the decisions in
24 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th
25 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened
26 Plaintiff's claims in terms of liability and value, and preclude claims from proceeding on a class or
27 representative basis. Defendant also maintains that a good faith dispute and absence of willfulness would
28 negate the claims for waiting time penalties and/or failure to provide accurate itemized wage statements.

1 See e.g. *Naranjo v. Spectrum Sec. Servs.*, 2024 Cal. Lexis 2438, at *3 (May 6, 2024) (“if an employer
2 reasonably and in good faith believed it was providing a complete and accurate wage statement in
3 compliance with the requirements of section 226, then it has not knowingly and intentionally failed to
4 comply with the wage statement law.”) If successful, Defendant’s defenses could eliminate or
5 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be
6 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery
7 by the Class.

8 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
9 to obtain class certification and thereby not recover on behalf of any employees other than themselves.
10 Defendant argued that the individual experience of each putative class member varied with respect to the
11 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiff’s meal
12 and rest period claims would require individualized inquiries into whether each employee took a
13 compliant meal or rest period on a given shift and, if not, why. Plaintiff is aware of other cases where
14 class certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
15 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as
16 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59
17 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class
18 has been certified. While other cases have approved class certification of wage and hour claims, class
19 certification in this Action would have been hotly disputed and was 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. Plaintiff 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, Plaintiff and Class
5 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

6 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
7 to Plaintiff's 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 1,227 Wage and Hour Class Members who collectively worked
10 121,281 Workweeks, the Gross Settlement Amount provides a value of \$814 per Class Member and \$8
11 per Workweek and, after deductions, the Net Settlement Amount provides an average recovery of \$416.80
12 per Class Member and \$4.21 per Workweek. The calculations to compensate for the amount due for the
13 Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As
14 to the Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the data and
15 determine the potential unpaid wages for the employees. For the Class, the maximum value of the claim
16 for unpaid wages due to the alleged unpaid overtime was \$2,678,992.74, the maximum value of the claim
17 for unpaid wages due to alleged off-the-clock work was \$3,571,990.32, the maximum value of unpaid
18 sick pay was \$84,730, the maximum potential damages for alleged meal period violations were estimated
19 to be \$1,689,505.78 after deduction of meal premiums already paid by Defendant, the maximum potential
20 damages for alleged rest period violations were estimated to be \$3,574,990.32 after deduction of rest
21 premiums already paid by Defendant, and the maximum potential damages for the alleged failure to
22 reimburse business expenses were calculated to be \$206,738 based upon \$5 per month. In total, the
23 damages for the Class were calculated to have a maximum potential total value of \$11,806,947. In
24 addition, Plaintiff calculated that the maximum value of the potential waiting time penalties were between
25 \$1,015,109 and \$9,014,169, depending on the predicate violation, and the maximum value of the potential

1 wage statement penalties were \$3,323,900.³ Defendant vigorously disputed Plaintiff's calculations and
2 exposure theories. Consequently, the Gross Settlement Amount represents more than 8% of Plaintiff's
3 calculation of the potential maximum damages at issue for the Class in this case, assuming these amounts
4 could all be proven in full at trial.⁴ Importantly, the recent decision that good faith belief of compliance
5 by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could
6 completely negate the claims for waiting time and wage statement penalties, even if wages were owed
7 to the Class. The above maximum calculations should then be adjusted in consideration for both the risk
8 of class certification and the risk of establishing class-wide liability on all claims. As to the Background
9 Check Class, a comparison of approved FCRA settlements involving similar facts further confirms the
10 reasonableness of this Settlement. The Court in *Pietras v. Sentry Ins. Co.*, 513 F. Supp. 2d 983, 985
11 (N.D. Ill. 2007), "cited eighteen cases, which settled for an average of \$34.59 per class member."
12 Similarly, in *Bailes v. Lineage Logistics, LLC*, 2016 U.S. Dist. LEXIS 110943 (D. Kan. 2016), the District
13 Court approved a FCRA class settlement which provided for a fund of \$149,205 for a class of 3,430,
14 which correlates to \$43.50 per person. In *Feist v. Petco Animal Supplies, Inc.*, 2018 U.S. Dist. LEXIS
15 98686 (S.D. Cal. 2018), Judge Marilyn Huff granted preliminary approval to an FCRA class settlement
16 of \$1.2 million for a class of 37,000, which equates to \$32.43 per person. Here, the Settlement allocation
17 of \$50 per FCRA Class Member is certainly fair and reasonable given the prior approved FCRA
18 settlements and the defenses asserted by Defendant. Given the amount of the Settlement as compared
19 to the potential value of the claims, the Settlement is most certainly fair and reasonable.⁵ Clearly, the goal

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

25 ⁴ Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not include the
26 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
27 Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

28 ⁵ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
approving settlement which represented "roughly one-sixth of the potential recovery"; *Stovall-Gusman*

1 of this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average Class Member allocation
5 will be set forth in the forthcoming Declaration of Polites. Given the complexities of this case, the
6 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
7 adequate, and should be finally approved.

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

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

14 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should
15 Be Enforced

16 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
17 fund settlement to be paid by Defendant to the Class in the amount of One Million Dollars (\$1,000,000)
18 (Agreement at ¶¶ 1.26 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees
19 equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
20 at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees
21 Payment in an amount equal to one-third of the Gross Settlement Amount.

22 (b) In the class action context, that means "attempting to award the fee that informed private
23 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
24

25 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
26 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
27 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
28 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict 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 full verdict value).

1 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
2 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
3 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
4 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
5 value of the award requested.

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

9
10 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
11 Created for the Benefit of the Class

12 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
13 of the Gross Settlement Amount of \$1,000,000, which equals \$333,333 for attorneys' fees. As part of
14 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
15 incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000. Finally, Defendant
16 also agreed that Plaintiff can be awarded Class Representative Service Payment in the amount of \$20,000,
17 as her service award under the Agreement.

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

23 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
24 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
25 with his fee. The attorney working on a contingent basis can only log hours while working without pay
26 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
27 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
28 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent

1 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
2 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
3 for over two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
4 aware of other similar cases where the court dismissed the class allegations or denied class certification.
5 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

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

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

1 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
2 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
3 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
4 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
5 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
6 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
7 Counsel advanced more than \$41,000 in costs which could not have been recovered if this case had been
8 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiff also
9 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
10 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the
11 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the
12 requested awards.

13 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
14 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
15 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$333,333 is
16 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
17 **records for Class Counsel evidence that through November 5, 2024, Class Counsel's total lodestar**
18 **is \$350,476.25, with significant additional fees still to be incurred to complete final approval and**
19 **the settlement process.** (Exhibit #3.) The requested fee award is therefore less than Class Counsel's
20 total lodestar incurred (i.e. a "negative multiplier"), and there will be additional lodestar incurred by Class
21 Counsel to complete the settlement process and manage the settlement distribution and reports. Such
22 lodestar cross-check is below the range of positive multipliers approved in other cases such as *Laffitte*
23 and *Vizcaino*. As a result, this Court may conclude that the requested award is fair and reasonable and
24 is justified under California law.

25 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
26 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
27 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
28 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class

1 Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if counsel is not
2 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
3 discouraged from prosecuting similar cases.

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

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

12. **The contemporaneous billing records for Class Counsel evidence that through November 5, 2024, Class Counsel's total lodestar is \$350,476.25, with significant additional fees still to be incurred to complete final approval and the settlement process.** From June 9, 2022 to November 5, 2024, my firm worked on this matter for over 551 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$350,476.25. The requested fee award is therefore less than Class Counsel's current lodestar (i.e. a

1 “negative multiplier”) and there will be additional lodestar incurred by Class Counsel to complete the
2 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
3 fees and the services performed by the firm on this case is set forth in my firm’s billing statement for this
4 matter, a true and correct copy of which is attached hereto as Exhibit #3. In addition, Class Counsel will
5 be performing significant additional work that is not included in this lodestar amount, including finalizing
6 the final approval motion, attending the hearing on final approval, and monitoring completion of the
7 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
8 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
9 community for similar work and, if this were a commercial matter, these are the charges that would be
10 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
11 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
12 Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court’s throughout
13 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
14 Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in
15 line with those prevailing in the [relevant] community’—the Central District of California”. Finally, the
16 reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the
17 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
18 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
19 LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and
20 “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other
21 firms practicing in the Southern District of California.) This survey is useful to show that Class
22 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of
23 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
24 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
25 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
26 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
27 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
28

1 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
2 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
3 the currently lodestar incurred, and will be lower multiplier by the completion of the settlement. The
4 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

5
6 Litigation Expenses

7 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
8 Counsel Litigation Expenses Payment of not more than \$40,000.” Class Counsel incurred \$41,138.89
9 based upon counsel’s billing records, and therefore requests reimbursement for litigation expenses in the
10 amount of \$40,000. These litigation expenses include the expenses incurred for filing fees, mediation
11 expenses, expert expenses (Berger Consulting and DM&A), Bel-Aire notice expenses (ILYM), attorney
12 service charges (Knox, OneLegal), and deposition expenses, all of which are costs normally billed to and
13 paid by the client. The details of the litigation expenses incurred are set forth in Exhibit #3. These costs
14 were reasonably incurred in the prosecution of the Action.

15
16 Service Award

17 14. For her service as the only class representative, Plaintiff should be awarded the agreed
18 service award of \$20,000 in accordance with the Agreement for her time, risk and effort expended on
19 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
20 payment and there have been no objections to the requested service award. Plaintiff’s declaration in
21 support of this request is attached hereto as Exhibit #5. As the sole representative of the Class, Plaintiff
22 performed her duties to the Class admirably and without exception. Plaintiff worked extensively with
23 Class Counsel during the course of the litigation, responding to numerous requests, searching for
24 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
25 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
26 class release. Plaintiff’s declaration details the involvement, stress and risks she undertook as a result of
27 this Action. Plaintiff also assumed the serious risk that she might possibly be liable for costs and fees to
28

1 Defendant, as well as the reputational risk of being “blacklisted” by other future employers for having
2 filed a class action on behalf of fellow former employees. Without Plaintiff’s participation, cooperation
3 and information, no other employees would be receiving any benefit. The payment of service awards to
4 successful class representatives is appropriate and the amount of \$20,000 is well within the currently
5 awarded range for similar settlements. The requested awards are also reasonable by reference to the
6 amounts that other California courts have found to be reasonable in wage and hour class action
7 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
8 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
9 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
10 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
11 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
12 *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
13 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
14 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
15 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
16 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
17 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
18 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
19 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.
20 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
21 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
22 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
23 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*, Case
24 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
25 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
26 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
27 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
28

1 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
2 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
3 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
4 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
5 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
6 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
7 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
8 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
9 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
10 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
11 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
12 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
13 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
14 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
15 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
16 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
17 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
18 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
19 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
20 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
21 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
22 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
23 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
24 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
25 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
26 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
27 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services*,
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1 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
2 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
3 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
4 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
5 (awarding \$10,000 service award).

6 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
7 assumed in bringing this action against her former employer. Plaintiff put her future employment
8 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
9 the internet and may become known to prospective employers when evaluating" them for employment.
10 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
11 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
12 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
13 employers to run extensive background searches on potential employees. Companies who provide these
14 services specifically highlight the fact that their services allows employers to weed out litigious
15 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
16 prospective employee is likely to sue" the employer, through background checks and other means, to
17 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
18 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
19 employers simply cannot afford to hire employees who will put their company at risk."⁷ PreciseHire also
20 offers employment screening and similarly warns: "with today's business climate being extremely
21 competitive and highly litigious, conducting pre employment background checks has become a
22 necessity."⁸

23 16. As a result, Class Counsel respectfully requests approval of the application for award of
24

25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [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/).

1 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
2 expenses in the amount of \$40,000 and approval of the requested service award to the Plaintiff.

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

6
7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed this 5th day of November, 2024, at San Diego, California.

9 /s/ Norman Blumenthal
10 NORMAN B. BLUMENTHAL
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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

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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)

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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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

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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)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern 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 Doris Vanessa Jacoby (“Plaintiff”) and defendant NorCal HealthConnect, LLC, (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Doris Vanessa Jacoby v. NorCal HealthConnect, LLC*, Case No. SCV-271141, initiated on July 8, 2022 and pending in Superior Court of the State of California, County of Sonoma, which was amended on October 26, 2022 to add PAGA claims that were previously pending in Superior Court of the State of California, County of Sonoma Case No. SCV-271-1531.
- 1.2. “Administrator” means ILYM Group, Inc, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the 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 were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Background Check Class” means all individuals who executed Defendant’s background check disclosure form at any time during the Background Check Class Period.
- 1.6. “Background Check Class Member” means a member of the Background Check Class.
- 1.7. “Background Check Class Payment” means the payment to Participating Background Class Members paid out at a flat rate of \$50 per individual.
- 1.8. “Background Check Class Period” means the period of time from July 8, 2020 through October 15, 2023.

- 1.9. “Class” and “Classes” collectively means the Wage and Hour Class and the Background Check Class.
- 1.10. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.11. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.12. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.13. “Class Member” collectively means a member of the Wage and Hour Class or the Background Check Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.14. “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.
- 1.15. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.16. “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).
- 1.17. “Class Period” means the period of time from July 8, 2018 through October 15, 2023.
- 1.18. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

- 1.19. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.20. “Court” means the Superior Court of California, County of Sonoma.
- 1.21. “Defendant” means NorCal HealthConnect, LLC.
- 1.22. “Defense Counsel means Derek R. Havel, Matthew A. Tobias, Tyler J. Johnson, Chenxi Lu of Sheppard, Mullin, Richter & Hampton, LLP .
- 1.23. “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) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.24. “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.
- 1.25. “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.
- 1.26. “Gross Settlement Amount” means One Million Dollars (\$1,000,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The 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 Payment 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.
- 1.27. “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.

- 1.28. “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.
- 1.29. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.30. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.31. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.32. “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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.33. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator. Class Members who qualify as Aggrieved Employees cannot opt out of the PAGA Settlement.
- 1.34. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.35. “PAGA Period” means the period of time from June 9, 2021 through October 15, 2023.
- 1.36. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.37. “PAGA Notice” means the Plaintiff’s June 9, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.38. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000) and 75% to the LWDA (\$30,000) in settlement of PAGA claims.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.40. “Plaintiff” means Doris Vanessa Jacoby, the named plaintiff in the Action.

- 1.41. “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.
- 1.42. “Released Class Claims” collectively means Released Background Check Class Claims and Released Wage and Hour Class Claims.
- 1.43. “Released Background Check Class Claims” means all claims that were alleged, or reasonably could have been alleged that occurred during the Background Check Class Period, based on the background check facts asserted in the Operative Complaint. The Released Background Check Class Claims include all claims for unlawful background check disclosures, and unlawful background check authorizations; all claims related to the Released Background Check Class Claims arising under violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Investigative Consumer Reporting Agencies Act, California Code of Civil Procedure §§ 1786, *et seq.*, and the Consumer Credit Reporting Agencies Act, California Code of Civil Procedure §§ 1785, *et seq.* This release excludes the release of claims not permitted by law. The Released Background Check Class Claims are limited to the Background Check Class Period.
- 1.44. “Released Wage and Hour Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint that occurred during the Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys’ fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, or any claims not permitted by law, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period. Upon entry of Judgment,

Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Wage And Hour Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

- 1.45. “Released PAGA Claims” means all claims for PAGA penalties that occurred during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; failure to pay sick pay; failure to pay sick pay at the regular rate; failure to pay vacation pay; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 218, 221, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698, *et seq.*, and 2699, *et seq.*). Aggrieved Employees’ Released PAGA Claims are limited to the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period.
- 1.46. “Released Parties” means: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual-employers, alleged joint employers, alleged co-employers, alleged dual-employers, affiliates, alter egos, and affiliated organizations, all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.
- 1.47. “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.
- 1.48. “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.

1.49. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.50. “Wage and Hour Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

1.51. “Wage and Hour Class Member” means a member of the Wage and Hour Class.

1.52. “Workweek” means any week during the Class Period in which a Wage and Hour Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

The Class Action

2.1. On July 8, 2022, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Sonoma (Plaintiff’s “Class Action”). Plaintiff’s Class Action 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) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On September 14, 2022, Plaintiff filed a First Amended Class Action Complaint (“FAC”), alleging additional causes of action against Defendant. Plaintiff’s FAC added claims that Defendant:

- (a) Failed to make proper disclosures in violation of 15 U.S.C. §§ 1681, *et seq.*;
- (b) Failed to obtain proper authorizations in violation of 15 U.S.C. §§ 1681, *et seq.*;
- (c) Failed to make proper disclosures in violation of California Civil Code §§ 1786, *et seq.*; and,
- (d) Failure to obtain proper disclosures in violation of California Civil Code §§ 1785, *et seq.*

The PAGA Action

2.3. On August 31, 2022, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Sonoma, (Plaintiff’s “PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for 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).

Stipulation To Consolidate

2.4. On or about October 21, 2022, the Parties filed a Stipulation for Leave for Plaintiff to file a Second Amended Complaint, which the Court granted on October 25, 2022.

2.5. On October 26, 2022, Plaintiff filed a Second Amended Class Action Complaint (“SAC”) that added the claims and parties from Plaintiff’s PAGA Action into Plaintiff’s Class Action. The SAC is the operative complaint in the Action (the “Operative Complaint”).

2.6. On November 29, 2022, Defendant filed an Answer to Plaintiff’s SAC, asserting twenty-three (23) Affirmative Defenses.

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.

Mediation and Settlement

2.8. On June 6, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions.

Although no settlement was reached at mediation, the Parties continued to litigate the matter while continuing settlement discussions with the mediator. Ultimately, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding ("MOU"). This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties.

- 2.9. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's 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*").
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.11. 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 \$1,000,000 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 Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$20,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff 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 Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes 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 \$333,333, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Defendant will not oppose requests for these payments provided they 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. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$17,000 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 \$17,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. 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 Background Check Class Member: A Background Check Class Payment paid out at a flat rate of \$50 per individual. Background Check Class Payments are 100% for penalties and interest, which are not subject to wage withholdings and will be reported on IRS 1099 Forms.
 - i. Effect of Non-Participating Background Check Class Members On Individual Class Payments. Non-Participating Background Check Class Members will not receive any Background Check Class Payments, and the Administrator will retain amounts equal to their Background Check Class Payments in the Net Settlement Amount for distribution to Participating Wage and Hour Class Members on a pro rata basis.
- (f) To Each Wage and Hour 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 Wage and Hour Class Members during the Class Period and (b) multiplying the result by each Participating Wage and Hour Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 30% of each Participating Wage and Hour 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. 70% of each Participating Wage and Hour 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 Wage and Hour Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Wage and Hour Class Members on Calculation of Individual Class Payments. Non-Participating Wage and Hour 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 Wage and Hour 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 1,297 Wage and Hour Class Members who collectively worked a total of 118,088 Workweeks during the period of July 8, 2018, to May 12, 2023, and 1,021 Aggrieved Employees who worked a total of 30,305 PAGA Pay Periods. Based on extrapolation, Defendant estimates that Wage and Hour Class Members worked a total of 128,976 workweeks during the Class Period, and approximately 765 Background Check Class Members executed approximately 765 forms during the Background Check Class Period.
- 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 fourteen (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 Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.

Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 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.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to her employment with Defendant and her compensation while an employee of Defendant that occurred during the Class Period ("Plaintiff's Release"). Plaintiff's Release includes all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. ("ERISA"). Plaintiff's Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. Plaintiff's 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, including claims asserted in the Workers' Compensation case ADJ16127366, or based on occurrences after April 4, 2024. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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 Wage and Hour Class Members. All Participating Wage and Hour 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 Wage and Hour Class Claims.
- 6.3. Release by Participating Background Check Class Members. All Participating Background Check 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 Background Check Class Claims.
- 6.4. Release of PAGA Claims. All Aggrieved Employees, including those who timely and effectively exclude themselves from the Release Class Claims, 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. Plaintiff's Responsibilities. Plaintiff 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)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement.

The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the 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 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, whichever 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. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the 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 Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 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), the number of written objections and attach the

Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (f) Final Report by Administrator. Within 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 qualifying Workweeks worked by the Wage and Hour Class Members during the Class Period ultimately increase by more than 10% (i.e., more than 141,874), 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 total Workweeks exceed 128,976, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Wage and Hour Class Members above the 10% (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). Should the number of Background Check Class Members in the Background Check Class Period exceed 842 Background Check Class Members, Defendant will need to pay \$25 per Background Check Class Member in addition to the Gross Settlement Amount.

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, Plaintiff will file in Court,

a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff 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 Plaintiff's claims lack merit or that Defendant's defenses in the Action have merit. The Parties agree that conditional class certification of hourly non-exempt employees in California and representative treatment is for purposes of this Settlement only, without waiving Defendant's rights to raise its defenses to class certification for any purposes in any other context. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant's agreement to certification is extinguished, 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. Settlement Confidentiality. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the settlement. Plaintiff and Class Counsel agree that, prior to preliminary approval of the settlement, they will keep the terms of this settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff shall be informed that the settlement is confidential and shall be advised to keep the settlement confidential. From and after preliminary approval of the settlement, the Class Members (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under Class Counsel's duties and responsibilities as Class Counsel, comment regarding

the specific terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the settlement.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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 Plaintiff, 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 Plaintiff and the Class:

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

To Defendant:

Derek R. Havel
Matthew A. Tobias
Tyler J. Johnson
Chenxi Lu
Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
Tel.: (213) 620-1780
Fax: (213) 620-1398
E-Mail: dhavel@sheppardmullin.com
mtobias@sheppardmullin.com
tjohnson@sheppardmullin.com
ablu@sheppardmullin.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, the date to bring a case to trial under CCP section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of The MOU by all parties – i.e., April 4, 2024 – until the entry of the final approval order and judgment, or if not entered, the date this agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

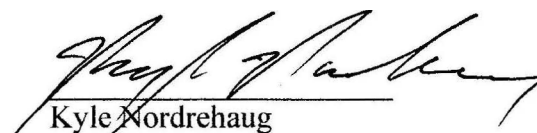
Dated: May 15, 2024


Doris Vanessa Jacoby (May 15, 2024 18:28 MDT)
Plaintiff Doris Vanessa Jacoby

Dated: _____

[name]
For Defendant NorCal HealthConnect, LLC

Dated: 5/16/24


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Derek R. Havel
Sheppard, Mullin, Richter & Hampton LLP
Attorney for Defendant

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

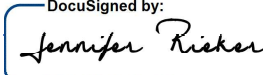
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Doris Vanessa Jacoby

Dated: 5/16/2024

DocuSigned by:


Jennifer Rieker [name]
For Defendant NorCal HealthConnect, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 5/16/2024

DocuSigned by:


Derek R. Havel
Sheppard, Mullin, Richter & Hampton 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**

***Jacoby v. NorCal HealthConnect, LLC, Superior Court of the State of California,
County of Sonoma, Case No. SCV-271141***

***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 NorCal HealthConnect, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Doris Vanessa Jacoby (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (July 8, 2018 through October 15, 2023) (“Wage and Hour Class Members”), (2) penalties and other relief on behalf of all individuals who executed Defendant’s background check disclosure form at any time during the Background Check Class Period (July 8, 2020 through October 15, 2023) (“Background Check Class Members”), and (3) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (June 9, 2021 through October 15, 2023) (“Aggrieved Employees”).

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and/or a Background Check Class Payment, and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims and/or background check claims against Defendant that are covered by this Settlement (Released Class Claims). Your estimated settlement payment is: \$<< [redacted] >>. See the explanation below in Section 4.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment or a Background Check Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. 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 bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 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 Sonoma County Superior Court, Empire College Annex, located at 3035 Cleveland Avenue, Santa Rosa, CA 95403, in Department 17 before Judge Bradford DeMeo. This hearing may change as explained below in Section 8. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge	The amount of your Individual Class Payment depends on how many

the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	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 4 of this Notice
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1. What is action about?

Plaintiff Doris Vanessa Jacoby is a former employee of Defendant. The Action accuses Defendant of violating 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 accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act ("PAGA").

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the lawsuit have merit or that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in the Action.

The Court has not made any determination as to whether Plaintiff's claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What are the terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an "all in" amount of One Million Dollars (\$1,000,000) (the "Gross Settlement Amount") to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments and Background Check Class Payments to Class members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, 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.

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 and Background Check Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$17,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$333,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff 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 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 Payment. A Class Representative Service Payment in an amount not more than \$20,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$40,000 relating to Plaintiff’s claim under PAGA, \$30,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$10,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’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 June 9, 2021 through October 15, 2023.

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 Payment, 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 Background Check Class Payments and Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. First, the Administrator will pay

Background Check Class Payments paid out at a flat rate of \$50 per individual in the Background Check Class. Second, the Administrator shall pay an Individual Class Payment from the remainder of 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 Wage and Hour Class Members during the Class Period and (b) multiplying the result by each Participating Wage and Hour Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Wage and Hour 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.

Tax Matters. Thirty Percent (30%) 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. Seventy Percent (70%) 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. Background Check Class Payments are 100% for penalties and interest, which are not subject to wage withholdings and will be reported on IRS 1099 Forms. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff 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.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Defendant. Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

Administrator. The Court has appointed a neutral company, ILYM Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, 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.

3. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties as follows:

- (1) Release by Wage and Hour Class Members.** All Participating Wage and Hour 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 Wage and Hour Class Claims. The “Released Wage and Hour Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint that occurred during the Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys’ fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, or any claims not permitted by law, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.
- (2) Release by Background Check Class Members.** All Participating Background Check 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 Background Check Class Claims. The “Released Background Check Class Claims” are all claims that were alleged, or reasonably could have been alleged that occurred during the Background Check Class Period, based on the background check facts asserted in the Operative Complaint. The Released Background Check Class Claims include all claims for unlawful background check disclosures, and unlawful background check authorizations; all claims related to the Released Background Check Class Claims arising under violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Investigative Consumer Reporting Agencies Act, California Code of Civil Procedure §§ 1786, *et seq.*, and the Consumer Credit Reporting Agencies Act, California Code of Civil Procedure §§ 1785, *et seq.* This release excludes the release of claims not permitted by law. The Released Background Check Class Claims are limited to the Background Check Class Period.

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. 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, all Aggrieved Employees, including those who timely and effectively exclude themselves from the Release Class Claims, 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 occurred during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; failure to pay sick pay; failure to pay sick pay at the regular rate; failure to pay vacation pay; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 218, 221, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698, *et seq.*, and 2699, *et seq.*). Aggrieved Employees’ Released PAGA Claims are limited to the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,

stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual-employers, alleged joint employers, alleged co-employers, alleged dual-employers, affiliates, alter egos, and affiliated organizations, all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

4. How much will my payment be?

Individual Class Payments. After payment of the Background Check 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 Wage and Hour Class Members during the Class Period and (b) multiplying the result by each Participating Wage and Hour Class Member's Workweeks.

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (July 8, 2018 through October 15, 2023).

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 (June 9, 2021 through October 15, 2023). Based on this information your estimated Individual PAGA Payment is <<____>>.

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

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

5. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and/or Background Check 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.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment or a Background Check 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 bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Jacoby v. NorCal HealthConnect* 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 *Jacoby v. NorCal HealthConnect*, Case No. SCV-271141. 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.

7. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jacoby v. NorCal HealthConnect* or on the

Court's website (<https://sonoma.courts.ca.gov/online-services/case-portal>) and entering the Case No. SCV-271141.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Jacoby v. NorCal HealthConnect*, Case No. SCV-271141, 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: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://sonoma.courts.ca.gov/online-services/tentative-rulings/civil-tentative-rulings/law-motion-calendar-courtroom-17>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Derek R. Havel

Matthew A. Tobias

Tyler J. Johnson
Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422

8. 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 17 of the Superior Court of California, County of Sonoma, Empire College Annex, 3035 Cleveland Avenue, Santa Rosa, CA 95403, before Judge Bradford DeMeo. 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 a service payment to Plaintiff. 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 in remotely using the Court Connect procedure at <https://sonoma.courts.ca.gov/online-services/tentative-rulings/civil-tentative-rulings/law-motion-calendar-courtroom-17>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jacoby v. NorCal HealthConnect*. In addition, hearing dates are posted on the Internet via the Case Portal page for the Sonoma County Superior Court (<https://sonoma.courts.ca.gov/online-services/case-portal>) and entering the Case No. SCV-271141.

9. How Can I Get More Information?

You may call the Administrator at _____ or write to *Jacoby v. NorCal HealthConnect* 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 Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jacoby v. NorCal HealthConnect*. You may get more details by examining the Court's file on the Internet via the Case Portal page for the California Superior Court for the County of Sonoma (<https://sonoma.courts.ca.gov/online-services/case-portal>) and entering the Case No. SCV-271141. You may also get more details by examining the documents in the court's file at 3055 Cleveland Ave., Santa Rosa, CA 95403.

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 SONOMA

DORIS VANESSA JACOBY, an individual,
on behalf of herself, and on behalf of all
persons similarly situated,

Plaintiff,

vs.

NORCAL HEALTHCONNECT, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: SCV-271141

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Bradford DeMeo
Dept: 17

Date Filed: July 8, 2022
Trial Date: Not set

This matter came before the Honorable Bradford DeMeo of the Superior Court of the State of California, in and for the County Sonoma, on _____[DATE], for hearing on the unopposed motion by Plaintiff Doris Vanessa Jacoby ("Plaintiff") for preliminary approval of the Settlement with Defendant NorCal HealthConnect, LLC ("Defendant"). The Court, having

PRELIMINARY APPROVAL ORDER

1 considered the briefs, argument of counsel and all matters presented to the Court and good cause
2 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action
3 Settlement.

4
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendant shall pay is One Million Dollars
15 (\$1,000,000). It appears to the Court on a preliminary basis that the settlement amount and terms
16 are fair, adequate and reasonable as to all potential Class Members when balanced against the
17 probable outcome of further litigation and the significant risks relating to certification, liability and
18 damages issues. It further appears that investigation and research have been conducted such that
19 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
20 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as
21 avoid the delay and risks that would be presented by the further prosecution of the Action. It
22 further appears that the Settlement has been reached as the result of serious and non-collusive,
23 arm's-length negotiations.

24 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
25 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$40,000, and
26 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
27 \$20,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
28

1 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
2 supporting these requests, including lodestar, prior to final approval.

3 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
4 representative treatment and certification of a class for settlement purposes only. This stipulation
5 will not be deemed admissible in this or any other proceeding should this Settlement not become
6 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
7 both the Wage and Hour Class and the Background Check Class. The Wage and Hour Class is
8 defined as all individuals who were employed by Defendant in California and classified as a non-
9 exempt employee at any time during the Class Period (the “Wage and Hour Class Members”). The
10 “Class Period” is July 8, 2018 through October 15, 2023. The Background Check Class is defined
11 as all individuals who executed Defendant’s background check disclosure form at any time during
12 the Background Check Class Period (the “Background Check Class Members”). The
13 “Background Check Class Period” is from July 8, 2020 through October 15, 2023.

14 6. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
20 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
21 action is superior to other available methods for the efficient adjudication of this controversy; and
22 (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an adequate
23 representative of the Class.

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
25 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
26 Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug
27 Bhowmik De Blouw LLP as Class Counsel for the Class.

1 8. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
2 of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development Agency
3 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
4 Agreement pursuant to the PAGA and \$10,000 to the Aggrieved Employees. “Aggrieved
5 Employees” are all individuals who were employed by Defendant in California and classified as a
6 non-exempt employee at any time during the PAGA Period (June 9, 2021 through October 15,
7 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
8 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
9 reasonable.

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

23 10. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
24 (15) days after this Order, Defendant will provide the Class Data to the Administrator. The
25 Administrator will perform address updates and verifications as necessary prior to the first
26 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
27
28

1 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
2 Class Members via first-class regular U.S. Mail to their last known address.

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

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

26 13. A final approval hearing shall be held before this Court on _____
27 _____ at _____ in Department 17 at the Empire College Annex of the Sonoma
28

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

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

23 15. In the event the Settlement does not become effective in accordance with the terms
24 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement,
27 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
28

1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. In such
3 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
4 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
5 the Agreement with respect to the effect of the Agreement if it is not approved.

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

10 **IT IS SO ORDERED.**

11 Dated: _____

12 _____
13 HON. BRADFORD DEMEO
14 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 SONOMA

DORIS VANESSA JACOBY, an individual,
on behalf of herself, and on behalf of all
persons similarly situated,

Plaintiff,

vs.

NORCAL HEALTHCONNECT, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: SCV-271141

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Bradford DeMeo
Dept: 17

Date Filed: July 8, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Doris Vanessa Jacoby (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 NorCal HealthConnect, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the
4 expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable Bradford DeMeo.

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 Sonoma, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Dollars
16 (\$1,000,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness of the Settlement**

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

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

1 b. Plaintiff and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

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

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

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

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

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

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

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

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$20,000 to the Plaintiff, subject to the Court’s approval. The Court finds that Class
25 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in
26 light of the risks and burdens undertaken by the Plaintiff in this litigation and for her time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

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

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$10,000 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in
17 California and classified as a non-exempt employee at any time during the PAGA Period (June 9,
18 2021 through October 15, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the
19 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
20 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

21 **II.**

22 **ORDERS**

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

24 1. The Class is certified for the purposes of settlement only. The Class consists of
25 both the Wage and Hour Class and the Background Check Class, which are defined as follows:

26 The **Wage and Hour Class** is defined as: all individuals who were employed by
27 Defendant in California and classified as a non-exempt employee at any time
28 during the Class Period (July 8, 2018 through October 15, 2023).

1 The **Background Check Class** is defined as: all individuals who executed
2 Defendant's background check disclosure form at any time during the Background
Check Class Period (July 8, 2020 through October 15, 2023).

3 2. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
5 REFERENCE TO IDENTIFY ANY OPT OUTS].

6 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class.

8 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
9 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
10 compensation or reimbursement from Defendant, Plaintiff or members of the Class.

11 5. The payment of Class Representative Service Payment in the amount of \$_____
12 to the Plaintiff is approved.

13 6. The payment of \$_____ to the Administrator for its fees and expenses is
14 approved.

15 7. The PAGA Penalties of \$40,000 is approved and is to be distributed in accordance
16 with the Agreement.

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

20 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
23 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
25 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
26 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
27 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
28

1 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
2 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
3 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
4 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
5 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
6 Claims and/or Released PAGA Claims.

7 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members.

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

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

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

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

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

1 4. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
4 release claims against all Released Parties as follows:

5 (a) All Participating Class Members, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, release Released Parties as follows: (i) **Release by Wage and Hour Class Members.**
8 All Participating Wage and Hour Class Members, on behalf of themselves and their respective
9 former and present representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns, release Released Parties from the Released Wage and Hour Class Claims. The “Released
11 Wage and Hour Class Claims” are all claims that were alleged, or reasonably could have been
12 alleged, based on facts stated in the Operative Complaint that occurred during the Class Period,
13 including failure to pay minimum wages, straight time compensation, overtime compensation,
14 double-time compensation, and interest thereon; failure to timely pay regular and final wages; the
15 calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-
16 compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to
17 provide meal periods; failure to authorize and permit rest periods; the calculation and payment of
18 meal period and rest period premiums; payment for all hours worked, including off-the-clock work
19 and uncompensated work time; wage statements and paystubs, including wage statements and
20 paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay
21 wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to
22 reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties,
23 wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties
24 and civil penalties; interest for claims for unpaid wages; and attorneys’ fees and costs; claims
25 under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5,
26 218.6, 223, 224, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1194.3, 1197,
27 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission;

1 California Business and Professions Code section 17200, *et seq.* Except as expressly set forth in
2 this Agreement, Participating Class Members do not release any other claims, or any claims not
3 permitted by law, including claims for vested benefits, wrongful termination, violation of the Fair
4 Employment and Housing Act, unemployment insurance, disability, social security, workers'
5 compensation, or Class claims based on facts occurring outside the Class Period. (ii) **Release by**
6 **Background Check Class Members.** All Participating Background Check Class Members, on
7 behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, release Released Parties from the Released
9 Background Check Class Claims. The "Released Background Check Class Claims" are all claims
10 that were alleged, or reasonably could have been alleged that occurred during the Background
11 Check Class Period, based on the background check facts asserted in the Operative Complaint.
12 The Released Background Check Class Claims include all claims for unlawful background check
13 disclosures, and unlawful background check authorizations; all claims related to the Released
14 Background Check Class Claims arising under violation of the Fair Credit Reporting Act, 15
15 U.S.C. § 1681, *et seq.*, the Investigative Consumer Reporting Agencies Act, California Code of
16 Civil Procedure §§ 1786, *et seq.*, and the Consumer Credit Reporting Agencies Act, California
17 Code of Civil Procedure §§1785, *et seq.* This release excludes the release of claims not permitted
18 by law. The Released Background Check Class Claims are limited to the Background Check Class
19 Period.

20 (b) All Aggrieved Employees, including those who timely and effectively
21 exclude themselves from the Release Class Claims, and the LWDA are deemed to release, on
22 behalf of themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
24 Claims. The "Released PAGA Claims" are all claims for PAGA penalties that occurred during the
25 PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated
26 in the Operative Complaint and the PAGA Notice, including claims for unpaid wages, including
27 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
28

1 compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed,
2 short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods;
3 failure to authorize and permit rest periods; the calculation and payment of meal period and rest
4 period premiums; failure to reimburse for all necessary business expenses; payment for all hours
5 worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate
6 records; failure to pay sick pay; failure to pay sick pay at the regular rate; failure to pay vacation
7 pay; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure
8 to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage
9 Orders of the California Industrial Welfare Commission and the following California Labor Code
10 sections: 201, 202, 203, 204, 206, 210, 218, 221, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1194,
11 1197, 1197.1, 1198, 2802, 2698, *et seq.*, and 2699, *et seq.*). Aggrieved Employees' Released
12 PAGA Claims are limited to the PAGA Period. The Released PAGA Claims do not include other
13 PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
14 unemployment insurance, disability and worker's compensation, and PAGA claims outside of the
15 PAGA Period.

16 (c) Plaintiff and her respective former and present spouses, representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
18 Released Parties from all claims, known and unknown, under federal, state and/or local law,
19 statute, ordinance, regulation, common law, or other source of law, including but not limited to
20 claims arising from or related to her employment with Defendant and her compensation while an
21 employee of Defendant that occurred during the Class Period ("Plaintiff's Release") as fully set
22 forth in the Agreement.

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

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

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

7
8 Dated: _____

9
10 _____
HON. BRADFORD DEMEO
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: 11/05/2024
Due On: 12/05/2024

Doris Jacoby
513 N. California St.
Burbank, CA 91505

CA2668

Norcal Healthconnect

Services

Type	Date	Notes	Quantity	Rate	Total
Service	05/15/2022	Review and analyze original intake notes. Legal research regrading related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff to discuss status.	3.90	\$850.00	\$3,315.00
Service	05/20/2022	Review and analyze documents and emails from Plaintiff regarding DFEH and retaliation claims. Legal research regarding the same. Conference with Plaintiff to discuss facts.	4.10	\$850.00	\$3,485.00
Service	05/25/2022	Review employment file response for Plaintiff. Analyze all pay statements for 226(a) and overtime violations. Research recent court opinions regarding the same. Conference with Plaintiff to obtain facts for complaint.	4.20	\$850.00	\$3,570.00
Service	05/26/2022	Review late payment of wage claims and vacation pay claims. Legal research. Call with Plaintiff.	2.40	\$850.00	\$2,040.00
Service	05/28/2022	Review facts and law. Draft complaint.	4.20	\$850.00	\$3,570.00
Service	06/02/2022	Draft complaint.	4.60	\$850.00	\$3,910.00
Service	06/06/2022	Draft complaint. Send to Plaintiff for approval to file. Conference with Plaintiff to go over complaint. Revise complaint per Plaintiff's instructions.	2.50	\$850.00	\$2,125.00
Service	06/07/2022	Review case file and complaint. Draft internal case notes memo detailing facts and claims.	2.10	\$850.00	\$1,785.00

Service	06/09/2022	Review PAGA letter and begin analyzing docs in file	0.50	\$750.00	\$375.00
Service	06/09/2022	Research PAGA penalties and claims. Draft PAGA Notice. Upload to LWDA website. Status update to Plaintiff.	2.30	\$850.00	\$1,955.00
Service	06/27/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	07/06/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	07/07/2022	Review case notes/damage analysis & review & analyze employment file documents/1198.5 response	2.50	\$675.00	\$1,687.50
Service	07/08/2022	Review, edit & finalize class action complaint draft	3.00	\$675.00	\$2,025.00
Service	07/08/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	07/08/2022	Review & finalize class action complaint package; file in Sonoma Sup. Ct.	0.70	\$675.00	\$472.50
Service	07/08/2022	Review court-returned documents re class action; review docket; memo to firm re judicial/departement assignment and status of initial CMC	0.50	\$675.00	\$337.50
Service	08/26/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re class case	0.80	\$675.00	\$540.00
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	08/31/2022	Draft PAGA-only representative action complaint	4.50	\$675.00	\$3,037.50
Service	08/31/2022	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	08/31/2022	Review & finalize paga action complaint; file in Sonoma Sup. Ct.	0.70	\$675.00	\$472.50
Service	08/31/2022	Review PAGA notice. Revie and revise PAGA complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	09/01/2022	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	09/01/2022	Upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	09/02/2022	Review claims and complaint; review/analysis of documents in file; create exhibits book	2.00	\$750.00	\$1,500.00
Service	09/06/2022	Further review docs; discuss FCRA amendment with ND	1.00	\$750.00	\$750.00

Service	09/13/2022	Draft FAC to include claims under FCRA ICCRA and CCRAA	1.50	\$750.00	\$1,125.00
Service	09/14/2022	Discuss FAC with ND; further revise; advise team re filing	1.00	\$750.00	\$750.00
Service	09/29/2022	Review case notes and docs; revise and finalize Plaintiff's first set of written discovery and PMK depo notice; prepare for service	2.50	\$750.00	\$1,875.00
Service	10/10/2022	Prepare initial documents for service of process re paga action; identify registered agent; send out for service via KNox	0.70	\$675.00	\$472.50
Service	10/17/2022	File proof of service of summons re paga action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	10/18/2022	Review file; review and respond to defense counsel correspondence	0.40	\$750.00	\$300.00
Service	10/18/2022	Review/analyze Defendant' correspondence re consolidation of matters; discuss with AJB; call with defense counsel re same	0.50	\$750.00	\$375.00
Service	10/19/2022	Revise stipulation for leave to amend; advise team	1.00	\$750.00	\$750.00
Service	10/20/2022	Draft Second Amended Complaint; confer w JH & SP re draft SAC	2.50	\$675.00	\$1,687.50
Service	10/20/2022	Review draft SAC; send to defense counsel with Stip for review	0.70	\$750.00	\$525.00
Service	10/20/2022	Meet and confer call with defense counsel re Plaintiff's sick pay claim	0.50	\$750.00	\$375.00
Service	10/21/2022	Finalize stip. and SAC for filing; advise team	0.50	\$750.00	\$375.00
Service	10/26/2022	Prepared Request For Dismissal of entire action without prejudice of the Paga Matter and Proof of Service.	1.00	\$250.00	\$250.00
Service	10/27/2022	Download and save the Filed conformed copy of the Second Amended Complaint to the file. Upload the Second Amended Complaint to the LWDA website accordingly.	0.50	\$250.00	\$125.00
Service	10/27/2022	Finalize Request for Dismissal (Paga Action) and Proof of Service. Process and submit to court via e-file and serve via email.	1.00	\$250.00	\$250.00
Service	11/01/2022	Review file; review and respond to correspondence from defense counsel	0.40	\$750.00	\$300.00
Service	11/04/2022	Review file and docket for status in preparation for CMC; draft summary.	0.80	\$550.00	\$440.00
Service	11/08/2022	Review tentative ruling; advise team	0.30	\$750.00	\$225.00

Service	11/08/2022	Multiple correspondence regarding appearance; review tentative and draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	11/18/2022	Review file; call with defense counsel re discovery	0.40	\$750.00	\$300.00
Service	11/21/2022	Review order; advise team	0.40	\$750.00	\$300.00
Service	11/22/2022	Review/revise and finalize set two of plaintiff's discovery requests to Defendant	1.00	\$750.00	\$750.00
Service	11/29/2022	Review/analyze Defendant's answer to SAC	0.40	\$750.00	\$300.00
Service	11/29/2022	Call with defense counsel re mediation; advise team	0.40	\$750.00	\$300.00
Service	12/02/2022	Review file; draft/revise stipulation to stay matter pending mediation; circulate to defendant for review	0.50	\$750.00	\$375.00
Service	12/07/2022	Finalize, circulate and prepare for filing Parties' stip to stay pending mediation	0.40	\$750.00	\$300.00
Service	12/15/2022	Reviewed file, second amended complaint and documents. Legal research re FCCRA, ICCRA, and CCRAA. Drafted Mediation Data Request. Sent to AJB for approval.	2.20	\$675.00	\$1,485.00
Service	12/15/2022	Review and revise mediation data request; advise SP	0.40	\$750.00	\$300.00
Service	03/08/2023	Review and revise draft CMC stmt; advise SP	0.40	\$750.00	\$300.00
Service	03/11/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	04/14/2023	Discuss mediation data with Team. Draft and send correspondence to Counsel re: mediation data.	0.40	\$675.00	\$270.00
Service	05/01/2023	Review discovery produced to date. Analyze case file and court docket. Review Defendant's wage and hour policy documents. Review data and class demographics provided by Defendant. Conference with Plaintiff to discuss status and mediation issues. Discuss with partners. Prepare for mediation.	5.20	\$850.00	\$4,420.00
Service	05/03/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Draft MOU for mediation purposes.	3.60	\$850.00	\$3,060.00
Service	05/15/2023	Review all pay stub exemplars for wage statement violations. Legal research regarding injury and recent court rulings regarding the same. Call with Plaintiff regarding pay codes on pay stubs for origin.	3.40	\$850.00	\$2,890.00
Service	05/20/2023	Review docs and analyze legal issues. Draft mediation brief.	5.10	\$850.00	\$4,335.00
Service	05/22/2023	Draft mediation brief.	4.60	\$850.00	\$3,910.00
Service	05/24/2023	Reviewed communications, documents, pleadings and	2.30	\$675.00	\$1,552.50

		case notes. Updated Data chart. Sent correspondence to Opposing Counsel re: Mediation data.			
Service	05/26/2023	Review/analyze mediation document/data production; circulate and update file	1.50	\$750.00	\$1,125.00
Service	05/26/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	05/30/2023	Review/analyze updated mediation data from Defendant; update file and exhibit book; advise team	0.40	\$750.00	\$300.00
Service	05/30/2023	Reviewed case file for documents and data. Followed up with Defendant re Mediation Data Request.	1.10	\$675.00	\$742.50
Service	05/30/2023	Reviewed documents correspondence from defendant re data points and sent to Expert. Reviewed documents and exhibit book. Discuss with AJB and Expert. Follow up with Defendant.	0.80	\$675.00	\$540.00
Service	05/30/2023	Reviewed documents correspondence from defendant re data points and sent to Expert. Reviewed documents and exhibit book. Discuss with AJB and Expert. Follow up with Defendant.	0.70	\$675.00	\$472.50
Service	05/31/2023	Correspondence from defense counsel re mediation data/doc production; review documents referenced therein; discuss with SP and advise	1.00	\$750.00	\$750.00
Service	05/31/2023	Review docs re settlement issues. Analyze, advise AJ.	2.00	\$995.00	\$1,990.00
Service	05/31/2023	Reviewed documents correspondence from defendant re data points and sent to Expert. Reviewed documents and exhibit book. Discuss with AJB and Expert. Follow up with Defendant.	0.40	\$675.00	\$270.00
Service	06/01/2023	Addition correspondence with defense counsel re mediation data	0.40	\$750.00	\$300.00
Service	06/01/2023	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	06/01/2023	Reviewed documents correspondence from defendant re data points and sent to Expert. Reviewed documents and exhibit book. Discuss with AJB and Expert. Follow up with Defendant.	0.50	\$675.00	\$337.50
Service	06/05/2023	review med brief. analyze, advise AJ.	2.50	\$995.00	\$2,487.50
Service	06/05/2023	Review and analyze all mediation materials including briefs and exhibits thereto in preparation for mediation. Review and analyze expert damage and penalty report. Call with Plaintiff to obtain settlement authority and provide status of mediation analysis.	3.10	\$850.00	\$2,635.00
Service	06/07/2023	Discuss with AJB re outcome of mediation; review file and stipulation; correspondence with defense counsel re post-mediation discover deadlines	0.40	\$750.00	\$300.00

Service	06/23/2023	Review RFPs and notice of deposition from Defendant; advise team	0.50	\$750.00	\$375.00
Service	06/26/2023	Draft Discovery: Reviewed Defendant's discovery requests.	0.40	\$450.00	\$180.00
Service	06/26/2023	Review and Analyze: Reviewed and analyzed Defendant's RFP to Plaintiff.	0.40	\$450.00	\$180.00
Service	07/11/2023	Begin review/analyze Defendant's discovery responses; advise TM re meet and confer; correspondence with Defense Counsel re PMKs	1.50	\$750.00	\$1,125.00
Service	07/11/2023	Receipt and Review of Correspondence: Emails to and from client re Plaintiff's discovery responses.	0.40	\$450.00	\$180.00
Service	07/12/2023	Review and Analyze: Reviewed and analyzed Defendant's discovery responses to Plaintiff's set one and set two of discovery; drafted meet and confer letter to Defendant re deficient discovery responses.	3.20	\$450.00	\$1,440.00
Service	07/13/2023	Correspondence with Opposing Counsel: Finalized draft of meet and confer letter to Defendant.	0.40	\$450.00	\$180.00
Service	07/14/2023	Review and Analyze: Reviewed file and pertinent documents to draft discovery responses; prepared for telephone call with client; telephone call with client re status and discovery; drafted Plaintiff's responses to Defendant's Request for Production of Documents; Email to client re discovery; Finalized meet and confer letter to Defendant re discovery and emailed to Defendant.	3.90	\$450.00	\$1,755.00
Service	07/14/2023	Further review discovery responses; revise draft meet and confer letter; advise TM	1.00	\$750.00	\$750.00
Service	07/18/2023	Draft: Revised Plaintiff's responses to Defendant's RFP; email to client re discovery process.	1.50	\$450.00	\$675.00
Service	07/19/2023	Review/revise plaintiff's draft responses to Defendant's discovery requests; advise TM	0.70	\$750.00	\$525.00
Service	07/19/2023	Draft: Emails to and from client re documentation related to response to RFP; reviewed new client documents; Revised and finalized Plaintiff's response to Defendant's RFP, Set One; Document review for Request for Production.	2.00	\$450.00	\$900.00
Service	07/21/2023	Edit and revise Proof of Service. Execute and finalize Proof of Service. Serve Plaintiff's Responses to Defendant's Request For Production, Set One via email.	0.40	\$250.00	\$100.00
Service	07/24/2023	Receipt and Review of Correspondence: Email to client re Plaintiff's response to Defendant's RFP, Set One; Email to and from OPC meeting and conferring re Defendant's discovery responses.	0.70	\$450.00	\$315.00

Service	07/24/2023	Review correspondence from defense counsel re meet and confer re discovery	0.30	\$750.00	\$225.00
Service	07/25/2023	Receipt and Review of Correspondence: Email to client re Plaintiff's responses to Defendant's RFP, Set One.	0.30	\$450.00	\$135.00
Service	07/25/2023	Correspondence with defense counsel re PMK dates and categories	0.30	\$750.00	\$225.00
Service	07/25/2023	Draft Plaintiff's Amended Notice of Deposition of Defendant. Forward to Attorney for review and finalization.	0.50	\$250.00	\$125.00
Service	07/26/2023	Review/revise amended PMK depo notice	0.40	\$750.00	\$300.00
Service	07/27/2023	Receipt and Review of Correspondence: Email from client re Plaintiff's response to Defendant's RFP, Set One; Reviewed client produced document.	0.30	\$450.00	\$135.00
Service	07/27/2023	Reviewed correspondence and case file. Reviewed discovery and revised and finalized PMK notice for service.	0.60	\$675.00	\$405.00
Service	07/27/2023	Execute and finalize Proof of Service. Serve Plaintiff's Amended Notice of Deposition of Defendant via email. Coordinate with Aptus and reserve Court Reporter for scheduled/confirmed Deposition. Email correspondence to staff to calendar accordingly.	0.60	\$250.00	\$150.00
Service	07/28/2023	Receipt and Review of Correspondence: Emails to and from OPC re meeting and conferring re Defendant's discovery responses; email to Client re verification for discovery responses.	0.60	\$450.00	\$270.00
Service	07/31/2023	Receipt and Review of Correspondence: Email to client re verification of RFP discovery responses.	0.20	\$450.00	\$90.00
Service	08/01/2023	Review and Analyze: Planned and prepared for Meet and Confer call with OPC with Defendant's deficient discovery responses; telephone call to client re verification form; emails to and from client re discovery verification.	2.50	\$450.00	\$1,125.00
Service	08/01/2023	Review file; advise SP re expert analysis needed for PMK deposition	0.40	\$750.00	\$300.00
Service	08/01/2023	Reviewed calendar, case notes, documents and correspondence. Correspondence with JSH and TM re: individual analysis, PMK and M&C for Discovery set.	0.70	\$675.00	\$472.50
Service	08/02/2023	Correspondence with Opposing Counsel: Reviewed Plaintiff's discovery sets one and two and Defendant's discovery responses in preparation for meet and confer call with OPC re Defendant's discovery responses; Meet and confer call with OPC re Defendant's discovery responses; Email to OPC summarizing meet and confer discussion; emails to and from client re verification and discovery.	3.70	\$450.00	\$1,665.00

Service	08/02/2023	Review file and discovery; advise TM and SP re meet and confer with defense counsel; discuss with SP post-meet and confer call	1.00	\$750.00	\$750.00
Service	08/02/2023	Review and Analyze: Finalized document production responsive to Defendant's RFP, Set One, following correspondence with client; finalized documents and verification for service.	0.80	\$450.00	\$360.00
Service	08/03/2023	Receipt and Review of Correspondence: Email from OPC re MTC deadline and Belaire-West Notice revisions; Reviewed Defendant's notice revisions; email to OPC re BW Notice revisions; Reviewed JH revisions to BW Notice, created compare copy and inserted redlines for Defendant's review; Reviewed OPC's further revisions to BW Notice; Telephone call from client re status of case; Finalized verification and document production for service; Drafted Plaintiff's objection to Defendant's unilateral Deposition Notice.	4.00	\$450.00	\$1,800.00
Service	08/03/2023	Review Defendant's revisions to belaire west notice; further revise and advise TM	0.70	\$750.00	\$525.00
Service	08/04/2023	Receipt and Review of Correspondence: Email from OPC re revisions to BW notice; drafted final revisions to BW notice; email to and from settlement administrator re BW notice.	1.00	\$450.00	\$450.00
Service	08/07/2023	Draft: Email from OPC meet and confer re Plaintiff's discovery responses; reviewed and analyzed Defendant's meet and confer letter to Plaintiff; Email to OPC re meeting and conferring re Plaintiff's discovery responses.	0.90	\$450.00	\$405.00
Service	08/07/2023	Review/analyze Defendant's meet and confer letter re discovery responses; advise TM	0.40	\$750.00	\$300.00
Service	08/08/2023	Draft: Drafted Case Management Conference Statement; Drafted Objection to Depo of Plaintiff; Revised CMC statement per review and revisions from JH.	1.50	\$450.00	\$675.00
Service	08/08/2023	Review/revise draft CMC stmt; advise TM	0.40	\$750.00	\$300.00
Service	08/09/2023	Draft Case Management Statement: Finalized and signed Plaintiff's CMC statement; advised HD re service and filing of CMC statement; finalized and signed Objection to Defendant's Deposition Notice; Advised HD re service of Depo objection; email from OPC re Plaintiff's deposition; reviewed and analyzed Defendant's CMC statement.	1.40	\$450.00	\$630.00
Service	08/09/2023	Review/analyze Defendant's CMC stmt; advise team	0.40	\$750.00	\$300.00
Service	08/15/2023	Correspondence with Opposing Counsel: Multiple emails to and from OPC to meet and confer re Plaintiff's discovery responses.	0.80	\$450.00	\$360.00

Service	08/15/2023	Prepare Notice of Continued Deposition of Defendant for background check PMK and Payroll PMK. Forward to attorney Herman for review.	0.50	\$250.00	\$125.00
Service	08/16/2023	Prepared for upcoming meet and confer call with OPC re Plaintiff's discovery responses.	1.00	\$450.00	\$450.00
Service	08/17/2023	Correspondence with Opposing Counsel: Planned and prepared for meet and confer call with OPC; Meet and confer call with OPC re Plaintiff's discovery responses and Defendant's Supplemental discovery responses; email to and from OPC re meet and confer efforts; reviewed Defendant's objections to Plaintiff's notice of deposition; email to OPC re document production and lifting mediation privileges'.	2.20	\$450.00	\$990.00
Service	08/17/2023	Review the case docket to verify Case Management hearing is still on calendar for 08/24/23 (Class). Review court appearance requirements. Obtain information for zoom telephonic appearance. Update events calendar and circulate to handling attorneys.	0.20	\$250.00	\$50.00
Service	08/17/2023	Begin preparing for PMK 1; create exhibit book	1.00	\$750.00	\$750.00
Service	08/18/2023	Correspondence with Opposing Counsel: Email to and from OPC re mediation privilege documents and Defendant's document production.	0.50	\$450.00	\$225.00
Service	08/18/2023	Continue reviewing documents and preparing for PMK deposition	2.00	\$750.00	\$1,500.00
Service	08/20/2023	Continue preparing for HR PMK deposition	4.00	\$750.00	\$3,000.00
Service	08/21/2023	Review and Analyze: Reviewed and analyzed file in support of JH preparation for upcoming PMK deposition; Email to and from client re case status and fact investigation; Telephone call with client re fact investigation for PMK deposition.	1.50	\$450.00	\$675.00
Service	08/21/2023	Continue reviewing exhibits and preparing for HR PMK	3.50	\$750.00	\$2,625.00
Service	08/22/2023	Finish preparing for HR PMK Deposition	2.00	\$750.00	\$1,500.00
Service	08/22/2023	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
Service	08/23/2023	Advise expert re individual analysis	0.40	\$750.00	\$300.00
Service	08/23/2023	Planned and prepared for upcoming Case Management Conference	0.50	\$450.00	\$225.00
Service	08/23/2023	Research and review tentative for the CMC (Class) on 08/24/2023. parties are to appear. Confirm remote appearance information (Zoom) and forward to appearing attorney Moran.	0.30	\$250.00	\$75.00
Service	08/24/2023	Final preparation for Case Management Conference; attended Case Management Conference; Email from	2.50	\$450.00	\$1,125.00

		OPC re Plaintiff's deposition, discussed strategy with team; email to and from Client re deposition of Plaintiff.			
Service	08/24/2023	Discuss with TM re CMC	0.40	\$750.00	\$300.00
Service	08/24/2023	Reviewed correspondence and case notes. Discussed deposition with TM.	0.30	\$675.00	\$202.50
Service	08/28/2023	Email to client re Plaintiff's deposition.	0.30	\$450.00	\$135.00
Service	08/28/2023	Email to and from client re Plaintiff's deposition.	0.40	\$450.00	\$180.00
Service	08/29/2023	Correspondence with Opposing Counsel: Email to OPC re Plaintiff's MTC deadline.	0.30	\$450.00	\$135.00
Service	08/30/2023	Correspondence with Opposing Counsel: Telephone call to OPC re Plaintiff's Motion to Compel deadline; Email to and from OPC regarding Plaintiff's motion to compel deadline.	0.80	\$450.00	\$360.00
Service	08/30/2023	Call with expert consultant re individual analysis	0.50	\$750.00	\$375.00
Service	08/31/2023	Review individual damages analysis; discuss with AJB	0.50	\$750.00	\$375.00
Service	09/06/2023	Draft Plaintiff's Request For Production, Set Three; Plaintiff's Request For Admission, Set Three; and Plaintiff's Special Interrogatories, Set Three and Proof of Service.	1.00	\$250.00	\$250.00
Service	09/07/2023	Draft Declarations of JHS for additional Discovery (Re Set Three). Edit Set Three Discovery Requests. Forward to Attorney Herman for review and finalization.	1.00	\$250.00	\$250.00
Service	09/09/2023	Email to and from Client re update in contact information and scheduling of Plaintiff's deposition; advised HD re updating client records.	0.50	\$450.00	\$225.00
Service	09/11/2023	Receipt and Review of Correspondence: Reviewed email from third party administrator re Defendant's production of class information.	0.20	\$450.00	\$90.00
Service	09/14/2023	Draft: Reviewed and revised Plaintiff's Discovery, Set 3, to Defendant.	0.70	\$450.00	\$315.00
Service	09/15/2023	Reviewed and revised Plaintiff's Discovery, Set 3, to Defendant; finalized and signed Plaintiff's Discovery, Set 3; Advised HD re service of discovery.	1.60	\$450.00	\$720.00
Service	09/15/2023	Review/revise discovery set 3; advise TM	0.60	\$750.00	\$450.00
Service	09/18/2023	Discuss with AJB re class cert	0.40	\$750.00	\$300.00
Service	09/19/2023	Legal research re local rules of Sonoma Superior Court re filing of motion requirements; Email to OPC re Defendant's supplemental responses.	0.80	\$450.00	\$360.00
Service	09/20/2023	Correspondence with Opposing Counsel: Telephone call to OPC re Plaintiff's motion to compel supplemental	0.90	\$450.00	\$405.00

		discovery responses; emails to and from OPC re outstanding discovery.			
Service	09/21/2023	Email to client re status of matter, including discovery responses; planned and prepared for upcoming meet and confer call with OPC re discovery.	1.00	\$450.00	\$450.00
Service	09/22/2023	Correspondence with Opposing Counsel: Planned and prepared for meet and confer call with OPC re discovery; Meet and confer call with OPC re discovery; emails to and from OPC re status of data production to third party and regarding discovery.	1.80	\$450.00	\$810.00
Service	09/22/2023	Additional corresp. with defense counsel re written discovery/depositions; discuss with TM	0.50	\$750.00	\$375.00
Service	09/25/2023	Email to client re status of case and upcoming discovery obligations; Email to and from OPC re Plaintiff's discovery responses.	0.60	\$450.00	\$270.00
Service	09/25/2023	Additional correspondence with defense counsel re belaire west process	0.40	\$750.00	\$300.00
Service	09/26/2023	Receipt and Review of Correspondence: Reviewed email from third party administrator re data for Belaire-West Notice.	0.20	\$450.00	\$90.00
Service	09/28/2023	Email from Third Party Admin re Belaire-West Notice; Reviewed Administration Timeline and Notice; Email from OPC re revisions to Notice and Prepaid Return Postcard; Reviewed Defendant's revisions to Postcard and Notice; Email from Third Party Admin re updated Notice, reviewed Notice.	1.10	\$450.00	\$495.00
Service	09/28/2023	Additional corresp. with defense counsel and TPA re belaire notice; review/revise Defendant's proposed revisions	0.50	\$750.00	\$375.00
Service	10/02/2023	Receipt and Review of Correspondence: Email from OPC re BW Notice discrepancies; Email from OPC re Defendant's supplemental discovery responses; email to client re status of matter and Plaintiff's supplemental discovery responses.	0.60	\$450.00	\$270.00
Service	10/02/2023	F/u correspondence with defense counsel re Belaire notice data issue;	0.40	\$750.00	\$300.00
Service	10/03/2023	Communication with client re health status and impact on deposition and litigation deadlines; updated team re client's status.	0.40	\$450.00	\$180.00
Service	10/04/2023	Correspondence with Opposing Counsel: Telephone call with OPC meeting and conferring re Defendant's discovery responses; email to OPC re meet and confer call; Advised CJ re MTC status following meet and confer.	0.60	\$450.00	\$270.00
Service	10/11/2023	Receipt and Review of Correspondence: Email from	0.30	\$450.00	\$135.00

		third party administrator re BW notice; reviewed BW notice status report.			
Service	10/13/2023	Review and Analyze: Reviewed and analyzed Notice of Rescheduled Hearing.	0.20	\$450.00	\$90.00
Service	10/16/2023	Receipt and Review of Correspondence: Email to and from OPC re Defendant's supplemental discovery responses; email to and from OPC re Defendant's responses to Plaintiff's third set of discovery and the deposition of Defendant's PMK; Meet and confer email sent to OPC re Defendant's discovery responses; Telephone call with OPC to meet and confer re Defendant's discovery obligations.	1.40	\$450.00	\$630.00
Service	10/16/2023	Correspondence with defense counsel re discovery; advise TM	0.40	\$750.00	\$300.00
Service	10/16/2023	Receipt and Review of Correspondence: Email from third party administrator re BW Notice Status Report; Reviewed BW Notice Status Report.	0.40	\$450.00	\$180.00
Service	10/17/2023	Prepare Second Amended Notice of Deposition of Defendant (PMK). Forward to Attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
Service	10/18/2023	Emails to and from client re case status and client information; advised TG re client updated information for file.	0.60	\$450.00	\$270.00
Service	10/18/2023	Correspondence with Opposing Counsel: Email to OPC re Defendant's supplemental discovery requests.	0.30	\$450.00	\$135.00
Service	10/20/2023	Correspondence with Opposing Counsel: Email from OPC re Plaintiff's motion to compel deadline; Email from OPC re Defendant's responses to Plaintiff's Set three discovery; advised CJ re status of motion to compel.	0.50	\$450.00	\$225.00
Service	10/20/2023	F/u correspondence with defense counsel re PMK depositions; review/revise draft 2nd Amd Depo notice and advise HD re service	0.50	\$750.00	\$375.00
Service	10/20/2023	Execute Proof of Service. Serve Plaintiff's Second Amended Notice of Deposition via email. Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for November 01, 2023. Update flowchart and PMK Depo Chart accordingly.	1.00	\$250.00	\$250.00
Service	10/24/2023	Email from Third Party Administrator re BW Notice status report; Reviewed 10/13/23 Status report re BW Notice opt outs.	0.40	\$450.00	\$180.00
Service	10/25/2023	Correspondence with Opposing Counsel: Emails to and from OPC re Defendant's discovery responses to Plaintiff's third set of discovery.	0.50	\$450.00	\$225.00

Service	10/26/2023	Correspondence with Opposing Counsel: Email from OPC re Defendant's discovery responses.	0.20	\$450.00	\$90.00
Service	10/26/2023	Review and Analyze: Reviewed and analyzed Defendant's Response to Plaintiff's Second Amended PMK Deposition Notice.	0.40	\$450.00	\$180.00
Service	10/27/2023	Review/analyze PMK depo objection	0.30	\$750.00	\$225.00
Service	10/27/2023	Advise AJ re status of discovery	0.30	\$750.00	\$225.00
Service	10/27/2023	Reviewed and analyzed Defendant's discovery responses to Plaintiff's requests, set three; drafted meet and confer letter to Defendant.	1.80	\$450.00	\$810.00
Service	10/27/2023	Review Defendant's supplemental doc production; update exhibit book for upcoming PMK	1.00	\$750.00	\$750.00
Service	10/30/2023	Reviewed email from OPC re Defendant's discovery responses and PMK deposition.	0.20	\$450.00	\$90.00
Service	10/30/2023	Discussion with defense counsel re PMK deposition	0.40	\$750.00	\$300.00
Service	10/30/2023	Communications to and from client re status of matter.	0.30	\$450.00	\$135.00
Service	10/30/2023	Continue preparing for PMK depo	1.00	\$750.00	\$750.00
Service	10/31/2023	Continue preparing for PMK; f/u correspondence with defense counsel re deposition scheduling	2.50	\$750.00	\$1,875.00
Service	10/31/2023	Receipt and Review of Correspondence: Reviewed email from third party admin re BW Notice status report, reviewed status report; telephone call with client re case facts and Plaintiff's supplemental discovery responses.	0.80	\$450.00	\$360.00
Service	10/31/2023	Contact Aptus Court Reporting and cancel the reservation for Court Reporter for 11/01/2023.	0.20	\$250.00	\$50.00
Service	11/02/2023	Email to and from client re additional documents responsive to Defendant's discovery; Reviewed client's additional documents.	1.00	\$450.00	\$450.00
Service	11/06/2023	Draft/revise 3rd amended PMK depo notice	0.40	\$750.00	\$300.00
Service	11/07/2023	Email to OPC re deposition of Defendant's PMKs, and meeting and conferring re outstanding discovery.	0.30	\$450.00	\$135.00
Service	11/08/2023	Email from third party administrator re BW Notice; Reviewed BW Notice Final Report.	0.40	\$450.00	\$180.00
Service	11/09/2023	Reviewed Defendant's supplemental discovery responses to Plaintiff's RFP; reviewed documents produced per supplemental RFP; Legal research re local/chamber rules re ISC.	1.20	\$450.00	\$540.00
Service	11/13/2023	F/u correspondence with defense counsel re deposition dates\	0.30	\$750.00	\$225.00

Service	11/13/2023	Reviewed multiple emails from OPC re Defendant's supplemental discovery responses.	0.30	\$450.00	\$135.00
Service	11/14/2023	Drafted meet and confer letter to Defendant re outstanding written discovery responses; Legal research re local discovery facilitator rules and regulations.	1.50	\$450.00	\$675.00
Service	11/14/2023	Review/revise meet and confer letter re discovery; advise TM	0.40	\$750.00	\$300.00
Service	11/14/2023	Review class list; advise TM re discovery and FG re class member declarations	0.40	\$750.00	\$300.00
Service	11/15/2023	Email to and from OPC re meet and confer re Defendant's discovery responses; planned and prepared for upcoming meet and confer call with OPC; meet and confer call with OPC re discovery disputes; email to OPC re meet and confer call.	1.40	\$450.00	\$630.00
Service	11/15/2023	Review status of discovery; advise SP and TM	0.50	\$750.00	\$375.00
Service	11/16/2023	Reviewed email from third party admin re updated final contact list.	0.30	\$450.00	\$135.00
Service	11/20/2023	Discuss discovery with AJB; advise TM	0.40	\$750.00	\$300.00
Service	11/21/2023	Email from OPC meet and confer re ongoing discovery disputes.	0.20	\$450.00	\$90.00
Service	11/21/2023	Review/respond to correspondence from defense counsel re discovery	0.40	\$750.00	\$300.00
Service	11/21/2023	Reviewed and analyzed Defendant's response to third amended notice of deposition of Defendant and PMK, as well as objections.	0.40	\$450.00	\$180.00
Service	11/21/2023	Review/analyze Plaintiff's depo objection	0.40	\$750.00	\$300.00
Service	11/21/2023	Reviewed Defendant's Response to Plaintiff's Third Amended Notice of Deposition of PMK.	0.70	\$675.00	\$472.50
Service	11/22/2023	Review and analyze rest break claims. Perform legal research regarding the same. Calls to putative class members regarding case status and to obtain information for declaration purposes to be filed with class cert. Discuss claims with J. Herman.	4.80	\$850.00	\$4,080.00
Service	11/27/2023	Email correspondence to opposing counsel to inquire participants contact information for the scheduled deposition of Defendant's PMK on 11/29/2023. Confirm date with Aptus re court reporter.	0.20	\$250.00	\$50.00
Service	11/28/2023	Discuss background check PMK with SP; advise	1.00	\$750.00	\$750.00
Service	11/28/2023	Draft Notice of Continued Deposition. Forward to Attorney Herman for review.	0.30	\$250.00	\$75.00

Service	11/28/2023	Reviewed and analyzed complaint, case notes, documents, exhibit book and correspondence in preparation of PMK Deposition of Background Check PMK.	6.80	\$675.00	\$4,590.00
Service	11/29/2023	Review/analyze additional documents produced by Defendant for background check PMK; advise SP	1.00	\$750.00	\$750.00
Service	11/29/2023	Email from OPC re Defendant's supplemental document production; Reviewed Defendant's supplemental document production.	0.40	\$450.00	\$180.00
Service	11/29/2023	Prepared and conducted PMK for Background Checks. Updated the Case file.	5.80	\$675.00	\$3,915.00
Service	11/29/2023	Prepared and appeared to take the deposition of Defendant's Background check PMK. Updated case notes and case file.	7.30	\$675.00	\$4,927.50
Service	12/04/2023	Review/revise Continued NOD of Defendant; advise team re service	0.30	\$750.00	\$225.00
Service	12/04/2023	Discuss class list with HD and process for obtaining class cert declarations; review class notes and advise HD re declaration outline; discuss with FG	1.00	\$750.00	\$750.00
Service	12/04/2023	Email to and from client re status of case.	0.40	\$450.00	\$180.00
Service	12/04/2023	Prepare and serve via email Plaintiff's Notice of Continued Deposition of Defendant. Contact Aptus and reserve Court Reporter. Instructions to staff to calendar accordingly.	0.50	\$250.00	\$125.00
Service	12/06/2023	Drafted Plaintiff's Motion to Compel Further Responses.	3.70	\$450.00	\$1,665.00
Service	12/06/2023	Draft shells for Separate Statement, and Declaration of Trevor G. Moran in Support of Plaintiff's Motion to Compel Request For Production, Set One and Set Three. Draft Proposed Order Granting Motion to Compel Request For Production and Proof of Service.	3.00	\$250.00	\$750.00
Service	12/06/2023	Draft shells for Separate Statement, and Declaration of Trevor G. Moran in Support of Plaintiff's Motion to Compel Request For Admission, Set Three. Draft Proposed Order Granting Motion to Compel Request For Admission and Proof of Service.	2.50	\$250.00	\$625.00
Service	12/07/2023	Review/analyze continued PMK depo notice; circulate	0.50	\$750.00	\$375.00
Service	12/07/2023	Further advise HD re class member declarations	0.50	\$750.00	\$375.00
Service	12/07/2023	Corresponded with JSH, TM and HD re: additional discovery to propound.	1.50	\$675.00	\$1,012.50
Service	12/07/2023	Drafted Plaintiff's Motion to Compel further Responses to Plaintiff's Request for Production, Special Interrogatories, and Request for Admission; Revised	9.50	\$450.00	\$4,275.00

		Drafted Plaintiff's Motion to Compel further Responses to Plaintiff's Request for Production, Special Interrogatories, and Request for Admission.			
Service	12/08/2023	Revised and finalized Plaintiff's MTC.....	4.40	\$450.00	\$1,980.00
Service	12/08/2023	Review/revise Motions to Compel as to S Rogs, RFAs, and RFPs; advise TM	2.00	\$750.00	\$1,500.00
Service	12/08/2023	Reviewed and responded to correspondence re: Deposition dates for Plaintiff.	0.80	\$675.00	\$540.00
Service	12/11/2023	Continue preparing for HR PMK	4.00	\$750.00	\$3,000.00
Service	12/12/2023	Reviewed pertinent documents in support of Deposition of Defendant's PMK; advised JH re documents in support of Defendant's PMK.	0.40	\$450.00	\$180.00
Service	12/12/2023	Discussed matter with JSH. Reviewed documents produced by Defendant. Instructed HD on additional discovery to propound.	1.70	\$675.00	\$1,147.50
Service	12/12/2023	Final prepare for HR PMK; take HR PMK deposition; discuss with team and advise as to supplemental; discovery	10.00	\$750.00	\$7,500.00
Service	12/12/2023	Communication with Client re: case facts.	0.70	\$675.00	\$472.50
Service	12/13/2023	Review/analyze additional document production; circulate to team and advise; correspondence to defense counsel re missing documents	1.60	\$750.00	\$1,200.00
Service	12/13/2023	Reviewed and analyzed Defendant's Document Production.	0.80	\$450.00	\$360.00
Service	12/13/2023	Review Amd NOD for Plaintiff; circulate and advise team	0.30	\$750.00	\$225.00
Service	12/13/2023	Reviewed Defendant's Amended Deposition Notice to Plaintiff.	0.20	\$450.00	\$90.00
Service	12/14/2023	Discuss discovery with AJB, specifically related to raw time punch data; advise TM re meet and confer	1.00	\$750.00	\$750.00
Service	12/14/2023	Draft letter re Preservation of Evidence. Forward to Attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
Service	12/14/2023	Draft/revise Plaintiff's discovery set 4 to Defendant	1.50	\$750.00	\$1,125.00
Service	12/14/2023	Drafted meet and confer letter to Defendant re Defendant's document production; Correspondence with JH re meet and confer letter to Defendant.	2.00	\$450.00	\$900.00
Service	12/15/2023	update case flowchart; review docs; discuss and advise claims with AJB for additional settlement communications	0.50	\$750.00	\$375.00
Service	12/19/2023	Discuss class cert with AJB	0.50	\$750.00	\$375.00

Service	12/20/2023	Draft Plaintiff's Request For Production, Set 5, forward to attorney for review and finalization.	0.50	\$250.00	\$125.00
Service	12/20/2023	Draft/revise RFPs set 5 to Defendant; advise team re service	0.50	\$750.00	\$375.00
Service	12/20/2023	Download filed conformed copies of the Motion to Compel Request For Production of Documents, Motion to Compel Request For Admission and Motion to Compel Special Interrogatories. Upload to the electronic file. Forward to attorneys and staff for calendaring and review.	0.50	\$250.00	\$125.00
Service	12/20/2023	Execute and finalize Proof of Service. Serve Plaintiff;s Request for Production of Documents, Set 5 via email.	0.30	\$250.00	\$75.00
Service	12/21/2023	Prepare Amended Notice of Plaintiff's Motion to Compel Request For Production, Request For Admission and Special Interrogatories.	0.50	\$250.00	\$125.00
Service	12/28/2023	Telephone call with client re facts surrounding rounding claim; Email to AJ re summary of facts from telephone call with client re rounding claim.	0.90	\$450.00	\$405.00
Service	01/02/2024	Correspondence with TM re call with client re clock-in/out procedure; advise TM re additional discovery	0.70	\$750.00	\$525.00
Service	01/05/2024	Reviewed case notes, organized class notes and created declaration folder.	0.50	\$675.00	\$337.50
Service	01/09/2024	Reviewed and analyzed Defendant's meet and confer letter re Court's MTC meet and confer requirement.	0.60	\$450.00	\$270.00
Service	01/09/2024	Legal research re meal waiver attestation and review of file to draft Plaintiff's fourth set of discovery.	0.50	\$450.00	\$225.00
Service	01/09/2024	Advise team re discovery	0.50	\$750.00	\$375.00
Service	01/10/2024	Multiple correspondences to and from OPC re meet and confer requirement for upcoming MTC.	0.80	\$450.00	\$360.00
Service	01/10/2024	F/u corresp. with defense counsel re meet and confer requirement for MTC; advise TM	0.30	\$750.00	\$225.00
Service	01/10/2024	Reviewed Class list, Declaration template for declarants, and declarant call template in order to obtain class certification declarations.	0.50	\$450.00	\$225.00
Service	01/11/2024	Email to and from OPC re meet and confer call re Defendant's discovery responses.	0.40	\$450.00	\$180.00
Service	01/12/2024	Called individuals from class list. Set follow up call times. Discussed claims with Declarant Lyssy and saved notes to file. Updated excel spreadsheet.	2.30	\$675.00	\$1,552.50
Service	01/15/2024	Planned and prepared for upcoming Meet and Confer call re Plaintiff's MTC with Defendant.	1.20	\$450.00	\$540.00

Service	01/16/2024	Reviewed pertinent documents including past correspondences and discovery responses in preparation for meet and confer call re Plaintiff's MTC; Meet and confer call with OPC re Plaintiff's upcoming MTC; emails to and from OPC re meet and confer call.	3.40	\$450.00	\$1,530.00
Service	01/16/2024	Further review meet and confer letter from defense counsel; discuss with TM and advise	1.00	\$750.00	\$750.00
Service	01/16/2024	Discussion with Trevor regarding Defendant's deadline to respond to discovery served on 12/14/2023.	0.10	\$250.00	\$25.00
Service	01/18/2024	Drafted Plaintiff's set 5 and Set 6 discovery to Defendant, including RFAs and RFP.	1.40	\$450.00	\$630.00
Service	01/18/2024	Review/analyze Defendant's supplemental responses to discovery set 3 and original responses to sets 4 and 5; advise TM re meet and confer; correspondence with expert re impact on analysis	1.50	\$750.00	\$1,125.00
Service	01/18/2024	Execute and finalize Proof of Service. Serve Plaintiff's Request For Admissions, Set Five and Plaintiff's Request For Production, Set Six. Update charts and calendar accordingly.	0.50	\$250.00	\$125.00
Service	01/19/2024	Reviewed document production. Created exhibit book. Correspondence with Expert. Arranged for documents to be sent to Expert.	3.10	\$675.00	\$2,092.50
Service	01/19/2024	Review/analyze Defendant's responses to RFP Set 5; advise TM re meet and confer	0.50	\$750.00	\$375.00
Service	01/19/2024	Review/analyze Defendant's supplemental doc production; discuss with expert re updated analysis	1.50	\$750.00	\$1,125.00
Service	01/21/2024	Reviewed email from expert re documents and expert review for upcoming deposition.	0.20	\$450.00	\$90.00
Service	01/22/2024	Review/analyze Defendant's MTC Opp; advise TM re Reply	1.50	\$750.00	\$1,125.00
Service	01/22/2024	Advise SP re expert analysis	0.50	\$750.00	\$375.00
Service	01/22/2024	Discuss with AJB re badge swipe records; advise TM	0.40	\$750.00	\$300.00
Service	01/22/2024	Emails to and from OPC re Plaintiff's discovery responses.	0.60	\$450.00	\$270.00
Service	01/22/2024	Reveiwed Defendant's Opposition to Motion to Compel. Created folder and updated team and file.	1.90	\$675.00	\$1,282.50
Service	01/23/2024	Planned and prepared for upcoming meet and confer call with OPC re outstanding discovery.	0.60	\$450.00	\$270.00
Service	01/24/2024	Drafted Plaintiff's objections to Defendant's notice of deposition to Plaintiff; Advised HD re service of Plaintiff's deposition notice objection.	0.80	\$450.00	\$360.00

Service	01/24/2024	Planned and prepared for upcoming meet and confer call with OPC re remaining discovery issues; Meet and confer call with OPC re discovery issues; email to OPC summarizing meet and confer call.	1.80	\$450.00	\$810.00
Service	01/24/2024	Execute and finalize Proof of Service. Serve Plaintiff's Objections to Defendant's Amended Deposition Notice to Plaintiff Doris Vanessa Jacoby via email on Defendant's Counsel.	0.50	\$250.00	\$125.00
Service	01/25/2024	Emails to and from OPC re meet and confer call re Parties' discovery; Reviewed and analyzed Defendant's errata sheet re deposition of Kristina Holloway.	0.80	\$450.00	\$360.00
Service	01/25/2024	Review/analyze PMK errata sheet compared to original transcript; advise team	1.00	\$750.00	\$750.00
Service	01/25/2024	Drafted meet and confer letter to Defendant re Defendant's responses to Set 3, 4 and 5.	2.00	\$450.00	\$900.00
Service	01/25/2024	Correspondence with defense counsel re PMK availability	0.30	\$750.00	\$225.00
Service	01/25/2024	Email to OPC meeting and conferring re Defendant's Discovery responses.	0.30	\$450.00	\$135.00
Service	01/26/2024	Drafted Plaintiff's Reply Brief ISO Plaintiff's MTC Further Discovery responses.	5.50	\$450.00	\$2,475.00
Service	01/26/2024	Review Defendant's additional doc production; advise TM re meet and confer; advise AJB re expert analysis; advise expert	1.70	\$750.00	\$1,275.00
Service	01/26/2024	Reviewed Defendant's document production; email to OPC meeting and conferring re document production.	1.20	\$450.00	\$540.00
Service	01/29/2024	Review/revise draft consolidated MTC Reply; advise TM	2.00	\$750.00	\$1,500.00
Service	01/29/2024	Reviewed documents, data and analysis. Prepared for Client Meeting. Met with Client via zoom to prepare for Deposition.	3.20	\$675.00	\$2,160.00
Service	01/30/2024	Review/analyze expert analysis; discuss with AJB; advise team and expert accordingly	0.50	\$750.00	\$375.00
Service	01/30/2024	Revised Plaintiff's Reply ISO MTC.	2.00	\$450.00	\$900.00
Service	01/30/2024	Finalize and serve correspondence re Preservation of Evidence to Counsel via email.	0.20	\$250.00	\$50.00
Service	01/31/2024	Finalized and signed Plaintiff's Reply ISO MTC; Drafted Declaration of TGM ISO Reply re MTC; Advised HD re filing and service of Reply brief; Created exhibits re Declaration of TGM ISO Reply Brief.	1.50	\$450.00	\$675.00
Service	01/31/2024	Review updated MTC Consolidated Reply; revise and advise TM	1.50	\$750.00	\$1,125.00

Service	01/31/2024	Email to OPC meeting and conferring re Defendant's discovery responses.	0.30	\$450.00	\$135.00
Service	01/31/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Consolidated Reply re Motion to Compel to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/01/2024	Email to and from OPC re meeting and conferring re Defendant's discovery responses.	0.40	\$450.00	\$180.00
Service	02/01/2024	Prepared and appeared for Deposition. Corresponded with Counsel about Plaintiff's inability to appear. Discussed with JSH.	1.50	\$675.00	\$1,012.50
Service	02/02/2024	Draft/revise declaration for Lyssy Andrews	1.00	\$750.00	\$750.00
Service	02/02/2024	Reviewed correspondence, case notes and discussed with JSH. Drafted and revised Declaration.	2.40	\$675.00	\$1,620.00
Service	02/05/2024	Email to and from OPC re meet and confer call re Defendant's discovery responses.	0.40	\$450.00	\$180.00
Service	02/05/2024	Advise TM re upcoming meet and confer w defense counsel; discuss declaration depositions with AJB	0.70	\$750.00	\$525.00
Service	02/05/2024	Planned and prepared for upcoming meet and confer call re Defendant's Discovery Responses; Meet and confer call re Defendant's discovery responses; Email to OPC summarizing meet and confer call.	2.70	\$450.00	\$1,215.00
Service	02/05/2024	Review deposition summary for Juston Washington; discuss with FG and advise	0.50	\$750.00	\$375.00
Service	02/05/2024	Drafted Declaration of TGM per Court Order re MTC.	0.60	\$450.00	\$270.00
Service	02/05/2024	Begin drafting Plaintiff's declaration in support of class cert	0.50	\$750.00	\$375.00
Service	02/05/2024	Research and review case orders, local rules, etc regarding declaration re meet and confer or notify the court re informal resolution of the motion to compel. Prepare and send email correspondence to Attorney Moran re findings.	0.30	\$250.00	\$75.00
Service	02/05/2024	Execute and finalize Proof of Service. Process and submit Declaration re Meet and Confer to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/05/2024	Draft Plaintiff's Special Interrogatories, Set Five and Declaration for Additional Discovery. Forward to Attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
Service	02/06/2024	Planned and prepared for oral argument re Plaintiff's Motions to Compel further discovery responses.	1.00	\$450.00	\$450.00
Service	02/06/2024	Continue drafting Plaintiff's declaration in support of class cert; advise AJB	1.00	\$750.00	\$750.00

Service	02/06/2024	Discussions with AJB re class cert and certifiable claims	1.00	\$750.00	\$750.00
Service	02/06/2024	Email from OPC re Defendant's supplemental discovery responses; Reviewed Defendant's meet and confer letter re Defendant's supplemental discovery responses.	0.50	\$450.00	\$225.00
Service	02/06/2024	Review/analyze Defendant's meet and confer letter re Defendant's responses to RFA Set 4, S Rogs Set 4, and RFP sets 4 and 5; advise TM re response; discuss with AJB	1.00	\$750.00	\$750.00
Service	02/06/2024	Reviewed and analyzed court's tentative ruling re Plaintiff's MTC.	0.60	\$450.00	\$270.00
Service	02/06/2024	Review/analyze the court's tentative ruling on Plaintiff's Motions to Compel Discovery; discuss with AJB; advise TM re oral argument	0.50	\$750.00	\$375.00
Service	02/06/2024	Execute and finalize Proof of Service. Serve Plaintiff's Special Interrogatories, Set Five along with a Declaration for Additional Discovery to Defendant's counsel via email.	0.50	\$250.00	\$125.00
Service	02/07/2024	Planned and prepared for upcoming MTC hearing re Plaintiff's MTC further responses; Attended MTC hearing; advised firm re MTC hearing.	2.50	\$450.00	\$1,125.00
Service	02/07/2024	Draft claim form and cover letter; discuss with NBB and AJB	0.60	\$750.00	\$450.00
Service	02/07/2024	Discuss with TM re MTC hearings; advise re proposed order	0.50	\$750.00	\$375.00
Service	02/08/2024	Email to and from OPC re ongoing discovery discussions; drafted proposed order re Plaintiff's MTC further responses.	1.20	\$450.00	\$540.00
Service	02/08/2024	Planned and prepared for meet and confer call with OPC.	1.00	\$450.00	\$450.00
Service	02/08/2024	Review/revise draft proposed order on MTC discovery	0.40	\$750.00	\$300.00
Service	02/08/2024	Discuss claim form with AJB and NBB; revise accordingly	0.50	\$750.00	\$375.00
Service	02/08/2024	Read and mark-up Danae Johnson PMQ depo in prep for summary	2.80	\$250.00	\$700.00
Service	02/09/2024	Revised Plaintiff's Proposed Order re MTC further responses per JH revisions; Reviewed and revised proposed Claim Form to employees, advised JH re revisions.	1.00	\$450.00	\$450.00
Service	02/09/2024	Planned and prepared for upcoming meet and confer call with OPC re Parties' outstanding discovery Obligations, attended meet and confer call; Email to	1.50	\$450.00	\$675.00

		and from OPC re meet and confer.			
Service	02/09/2024	Further revise proposed order on MTCs; advise TM	0.40	\$750.00	\$300.00
Service	02/09/2024	Begin drafting summary of Danae Johnson PMQ depo.	4.00	\$250.00	\$1,000.00
Service	02/09/2024	Discuss with TM re meet and confer with Defendant counsel re discovery and class cert briefing	0.60	\$750.00	\$450.00
Service	02/09/2024	Execute and finalize Proof of Service. Serve the the [Proposed] Order Granting Plaintiff's Motion to Compel Further Responses and Monetary Sanctions per Rule of Court 3.1312(a) and (b).	0.50	\$250.00	\$125.00
Service	02/12/2024	Further revise claim form	0.50	\$750.00	\$375.00
Service	02/12/2024	Review Def proposed revisions to draft Proposed Order on MTC	0.40	\$750.00	\$300.00
Service	02/12/2024	Email from OPC re Proposed Order; advised HD re service list update.	0.30	\$450.00	\$135.00
Service	02/13/2024	Reviewed Defendant's revisions to Proposed Order re MTC.	0.40	\$450.00	\$180.00
Service	02/14/2024	Finalize claim form/cover letter; forward to TPA	0.40	\$750.00	\$300.00
Service	02/14/2024	Revised and finalized Proposed Order re MTC; Drafted Declaration of TGM re Rule 3.1312(b); advised HD re service/filing.	0.80	\$450.00	\$360.00
Service	02/14/2024	Research re local rule proposed order filing requirements.	0.30	\$450.00	\$135.00
Service	02/14/2024	Reviewed and signed proposed order cover sheet per local rules.	0.20	\$450.00	\$90.00
Service	02/16/2024	Drafted Plaintiff's Supplemental Responses to Defendant's RFP, Set 1.	0.80	\$450.00	\$360.00
Service	02/16/2024	Email from OPC re Defendant's discovery responses to set 5 and 6.	0.20	\$450.00	\$90.00
Service	02/16/2024	Continue read and mark-up of Holloway PMK depo, prep for summary	4.00	\$250.00	\$1,000.00
Service	02/20/2024	Email to and from OPC re Defendant's discovery responses.	0.40	\$450.00	\$180.00
Service	02/20/2024	Additional corresp. with defense counsel re discovery and Defendant's requested extension; advise team	0.40	\$750.00	\$300.00
Service	02/20/2024	Begin draft of summary for Holloway PMK depo	3.20	\$250.00	\$800.00
Service	02/21/2024	Continue depo summary, Holloway PMK	2.10	\$250.00	\$525.00
Service	02/22/2024	Continue depo summary of Holloway, PMK	5.00	\$250.00	\$1,250.00

Service	02/23/2024	Complete draft of PMK depo summary, Holloway	5.00	\$250.00	\$1,250.00
Service	02/26/2024	Review, proof, submit Holloway PMK depo summary.	1.00	\$250.00	\$250.00
Service	02/27/2024	Reviewed and analyzed Defendant's responses to Plaintiff's RFP set 6.	0.50	\$450.00	\$225.00
Service	02/28/2024	Email to OPC re Defendant's supplemental document production.	0.20	\$450.00	\$90.00
Service	02/29/2024	Telephone call with OPC re motion to compel deadline; Email to OPC re motion to compel deadline; Advised CJ re motion to compel deadline.	0.50	\$450.00	\$225.00
Service	02/29/2024	Draft Notice of Continued Depo for Kristina Holloway. Forward to Attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
Service	03/04/2024	Review file; draft/revise continued PMK depo notice; finalize and advise team re service	0.50	\$750.00	\$375.00
Service	03/04/2024	Execute and finalize Proof of Service. Serve Plaintiff's Notice of Continued Deposition of Defendant via email. Contact Aptus and coordinate and reserve Court Reporter for continued Deposition of Defendant's PMK.	0.40	\$250.00	\$100.00
Service	03/05/2024	Review file and status of discovery; discuss with TM re status and MTC filing deadline and advise	0.40	\$750.00	\$300.00
Service	03/05/2024	Reviewed Court's clerk message re proposed order; advised HD re re-filing.	0.30	\$450.00	\$135.00
Service	03/05/2024	Discuss discovery and cert claims with AJB; advise TM	1.00	\$750.00	\$750.00
Service	03/05/2024	Meet and confer email to OPC re Defendant's responses to Plaintiff's RFP, Set 5.	0.40	\$450.00	\$180.00
Service	03/06/2024	Further advise TM re discovery; draft responsive correspondence to defense counsel	1.00	\$750.00	\$750.00
Service	03/06/2024	Email to OPC re discovery responses and class certification.	0.20	\$450.00	\$90.00
Service	03/08/2024	Planned and prepared for upcoming meet and confer call with OPC; meet and confer call with OPC; email to OPC re meet and confer call summary.	1.50	\$450.00	\$675.00
Service	03/08/2024	Meet and confer call with defense counsel re continued class cert briefing schedule; discovery; and potential second mediation	0.60	\$750.00	\$450.00
Service	03/11/2024	Begin preparation for second HR PMK deposition	3.00	\$750.00	\$2,250.00
Service	03/11/2024	Prepare shell/initial draft of Stipulation to Continued Deadline to file Motion for Class Certification and briefing/hearing. Forward to Attorney Moran for review and edits.	1.00	\$250.00	\$250.00
Service	03/11/2024	Reviewed and revised stipulation to continued class	0.40	\$450.00	\$180.00

		certification.			
Service	03/12/2024	Reviewed and revised stipulation to continued class certification; Reviewed and analyzed Defendant's responses to S Rog, Set 5; Reviewed JH's revisions to stipulation and revised and finalized stipulation; Email to OPC re joint stipulation.	1.50	\$450.00	\$675.00
Service	03/12/2024	Draft/revise stip to continue class cert deadline; advise TM	0.50	\$750.00	\$375.00
Service	03/12/2024	Review/analyze responses to S Rogs 5; advise TM re meet and confer	0.40	\$750.00	\$300.00
Service	03/12/2024	Reviewed and analyzed Defendant's objections to continued deposition notice.	0.40	\$450.00	\$180.00
Service	03/12/2024	Continue reviewing docs and preparing for HR PMK 2; discuss with AJB	5.00	\$750.00	\$3,750.00
Service	03/13/2024	Review expert analysis for Plaintiff's individual claims; discuss with AJB; call with expert	1.50	\$750.00	\$1,125.00
Service	03/13/2024	Continue preparation for PMK deposition	4.50	\$750.00	\$3,375.00
Service	03/13/2024	Email with team re missing documents and data from Defendant; email to Defendant re missing data.	0.40	\$450.00	\$180.00
Service	03/13/2024	Reviewed and analyzed Defendant's latest document production.	0.50	\$450.00	\$225.00
Service	03/13/2024	Review/analyze time detail of plaintiff marked up by expert. Draft send memo re same to team.	2.00	\$895.00	\$1,790.00
Service	03/14/2024	Review emails and mediator proposal; analysis of issues and email to AJ	0.50	\$950.00	\$475.00
Service	03/14/2024	Final preparation for 2nd HR PMK; take deposition; advise team	9.00	\$750.00	\$6,750.00
Service	03/14/2024	Review/analyze mediator's proposal; discuss with AJB	0.40	\$750.00	\$300.00
Service	03/14/2024	Review med proposal. Analyze, advise AJ.	2.25	\$995.00	\$2,238.75
Service	03/15/2024	Review PMK notes; advise TM re additional discovery requests for documents identified in PMK	0.50	\$750.00	\$375.00
Service	03/15/2024	Discussed with SB. Reviewed documents and located and provided Work Compensation information to SB.	0.90	\$675.00	\$607.50
Service	03/18/2024	Email from client re status of case; email to team to discuss case status.	0.30	\$450.00	\$135.00
Service	03/18/2024	Telephone call with client re case status.	0.20	\$450.00	\$90.00
Service	03/20/2024	Reviewed correspondence between parties and discovery history to determine MTC deadlines.	0.40	\$450.00	\$180.00

Service	03/21/2024	Telephone call to OPC re Parties' MTC deadlines; Email to OPC re Parties' MTC deadlines; Updated flow chart.	0.60	\$450.00	\$270.00
Service	03/21/2024	Review claim forms returned by class members; update file and case notes	1.00	\$750.00	\$750.00
Service	03/25/2024	Obtain and upload copy of filed Request For Dismissal as to the PAGA matter to electronic file. Circulate to team accordingly.	0.20	\$250.00	\$50.00
Service	03/25/2024	Review Draft MOU	0.40	\$750.00	\$300.00
Service	03/25/2024	Obtain a download copy of Order Granting Plaintiff's Motion to Compel Further Responses and Production of Documents. Process and upload to the electronic file and circulate to the handling attorneys.	0.20	\$250.00	\$50.00
Service	03/25/2024	Reviewed Court's order granting Plaintiff's MTC.	0.20	\$450.00	\$90.00
Service	03/25/2024	Reveiwed Order re: Motion to Compel Discovery responses. Discussed with Team.	0.50	\$675.00	\$337.50
Service	03/26/2024	Reveiwed calendar, docket and file to prepare for deadline/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
Service	03/28/2024	Reviewed and analyzed Defendant's revisions to the draft MOU.	0.50	\$450.00	\$225.00
Service	03/28/2024	Review further revisions to MOU	0.40	\$750.00	\$300.00
Service	03/28/2024	Review revise MOU; discuss with AJB re reasons for revisions per call with defense counsel	0.40	\$750.00	\$300.00
Service	03/28/2024	Review/analyze defendant's changes to MOU. Send responsive changes. Prep and appear for call w/ defense counsel.	3.00	\$895.00	\$2,685.00
Service	04/02/2024	Multiple f/u corresp. w defense counsel re status of MOU	0.40	\$750.00	\$300.00
Service	04/04/2024	Review/analyze additional proposed revisions to MOU	0.40	\$750.00	\$300.00
Service	04/04/2024	Review mediation notes. Review and analyze MOU terms. Send MOU to Plaintiff for signature. Call to discuss terms and settlement amounts.	1.40	\$850.00	\$1,190.00
Service	04/05/2024	Review correspondence from counsel and forward to download, save and circulate.	0.20	\$675.00	\$135.00
Service	04/08/2024	Further review of MOU; discuss with AJB; begin drafting longform	1.00	\$750.00	\$750.00
Service	04/09/2024	Continue reviewing MOU; review procedural posture and file; continue and finish complete draft of longform agreement; discuss with KN and circulate to defense counsel for review	3.00	\$750.00	\$2,250.00

Service	04/09/2024	Review draft agreement and compare with MOU; respond to JH issues	1.00	\$950.00	\$950.00
Service	04/11/2024	Discuss admin bid with kyle in light of FCRA/W&H hybrid settlement; draft and request admin bids from potential TPAs	0.50	\$750.00	\$375.00
Service	04/11/2024	Draft shell Joint notice of settlement and request to vacate class certification filing deadline. Forward to Attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
Service	04/11/2024	Draft/revise notice of settlement/request to vacate class cert filing deadline	0.40	\$750.00	\$300.00
Service	04/12/2024	Finalize notice of settlement and request to vacate cert filing; execute and advise team re filing	0.30	\$750.00	\$225.00
Service	04/17/2024	Reveiwed calendar, docket and file to prepare for deadline/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
Service	04/22/2024	Review file; f/u corresp. with defense counsel re status of longform agreement	0.20	\$750.00	\$150.00
Service	04/29/2024	Reviewed and analyzed Defendant's revisions to longform settlement agreement.	0.40	\$450.00	\$180.00
Service	04/29/2024	Review Defendant's proposed revisions to longform; discuss with KN and NBB	1.00	\$750.00	\$750.00
Service	05/06/2024	Review Defendant's revisions to Agreement; advise JH	1.00	\$950.00	\$950.00
Service	05/06/2024	Discuss agreement with KN; circulate further revised version to Def. for review	0.40	\$750.00	\$300.00
Service	05/08/2024	Reveiwed calendar, docket and file to prepare for deadline/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
Service	05/15/2024	Review and analyze settlement agreement terms for conformity with MOU terms. Send agreement to Plaintiff for signature. Call to discuss settlement amounts	1.40	\$850.00	\$1,190.00
Service	05/16/2024	Prepare fully executed agreement; respond to emails; email Def with executed agreement; review status and next steps for court process	0.50	\$950.00	\$475.00
Service	05/20/2024	Review emails from staff; respond to issues; research issues regarding court and settlement	0.75	\$950.00	\$712.50
Service	05/30/2024	Review file and docket; draft stip to convert cert hearing into MPA hearing; circulate to defense counsel for review	0.80	\$750.00	\$600.00
Service	05/31/2024	Draft motion for preliminary approval	4.50	\$950.00	\$4,275.00
Service	05/31/2024	Review Defendant's proposed revisions to stip; finalize, executed and prepare for filing	0.40	\$750.00	\$300.00
Service	05/31/2024	Draft exhibits for settlement; email Defendant	4.00	\$950.00	\$3,800.00

Service	05/31/2024	Discuss w AJB re class composition and impact of CBA and Gerard Waiver for purposes of Kullar Analysis	0.60	\$750.00	\$450.00
Service	05/31/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation and [Proposed] Order to Convert Plaintiff's Motion for Class Certification Hearing into a Motion for Preliminary Approval Hearing to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	05/31/2024	Handle Kullar analysis, including review discovery / call w/ JH / draft/send memo to KN.	3.00	\$895.00	\$2,685.00
Service	06/03/2024	Review/analyze Defendant's proposed revisions to longform exhibits	0.40	\$750.00	\$300.00
Service	06/03/2024	Review Defendant's revisions to the Exhibits; review and revise exhibits	1.00	\$950.00	\$950.00
Service	06/03/2024	Draft declaration ISO motion; prepare exhibits for motion; memo to Admin and review Admin declaration.	3.50	\$950.00	\$3,325.00
Service	06/03/2024	Review and revise motion for preliminary approval; prepare motion for filing; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Service	06/03/2024	Review file; draft declaration of Doris Vanessa Jacoby re motion for preliminary approval/service award request; email to client re draft declaration	3.00	\$675.00	\$2,025.00
Service	06/04/2024	Review and file declaration; email Defendant	0.50	\$950.00	\$475.00
Service	06/18/2024	Review status; memo to staff	0.25	\$950.00	\$237.50
Service	07/02/2024	Review lexis notification. Research and review ROA and OSC re Mandatory Settlement Form. Email correspondence sent to handling attorneys to advise and calendar.	0.30	\$250.00	\$75.00
Service	07/02/2024	Prepare Notice of Settlement of Entire Case (CM-200) Forward to attorney for review and finalization.	0.50	\$250.00	\$125.00
Service	07/02/2024	Telephone conference with civil department clerk to inquire about the status of Plaintiff's Motion for Preliminary Approval and recently scheduled OSC on 8/8/2024. Email correspondence to handling attorneys regarding the status of.	0.20	\$250.00	\$50.00
Service	07/03/2024	Review filed documents; memo to staff; email to Defendant regarding new hearing and motion	0.50	\$950.00	\$475.00
Service	07/05/2024	Draft/revise notice of conditional settlement; advise team re filing	0.30	\$750.00	\$225.00
Service	07/08/2024	Revise notice of conditional settlement; advise team	0.20	\$750.00	\$150.00
Service	07/08/2024	Execute and finalize Proof of Service. Process and submit Notice of Settlement of Entire Case to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00

Service	08/09/2024	Reveiwed calendar, docket and file to prepare for deadline/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
Service	08/19/2024	Reveiwed calendar, docket and file to prepare for deadline/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
Service	08/21/2024	Review/analyze tentative ruling on MPA; corresp. w defense counsel re same	0.30	\$750.00	\$225.00
Service	09/03/2024	Review status; memo to staff; draft stipulation and email Def; review minute order; memo to Admin with documents	1.00	\$950.00	\$950.00
Service	09/03/2024	Telephone call to the clerk of the court to inquire about the status of the order granting Preliminary Approval. Email correspondence to Attorney regarding status per the clerk. Need to check back in 2 weeks	0.20	\$250.00	\$50.00
Service	09/04/2024	Email from TPA re admin timeline; reviewed proposed admin timeline.	0.30	\$450.00	\$135.00
Service	09/04/2024	Final and file stipulation; serve Def	0.50	\$950.00	\$475.00
Service	09/04/2024	Review formatted class notice; advise Admin as to issues to correct	0.50	\$950.00	\$475.00
Service	09/18/2024	Email from TPA re preliminary calculations; reviewed Preliminary calculations.	0.30	\$450.00	\$135.00
Service	09/26/2024	Review and respond to class member inquiries regarding settlement notice and claims.	1.00	\$850.00	\$850.00
Service	10/01/2024	Review status and signed order; email to Admin and staff	0.30	\$950.00	\$285.00
Service	10/04/2024	Reviewed TPA status report re notice mailings.	0.20	\$450.00	\$90.00
Service	10/09/2024	Review preliminary approval order; analyze settlement admin reports for opt-outs; assess attorney fees and costs for loadstar analysis; draft notice of motion and memorandum in support MFA/Fee Motion; circulate to KN and discuss	3.40	\$750.00	\$2,550.00
Service	10/11/2024	Reviewed TPA status report.	0.20	\$450.00	\$90.00
Service	10/25/2024	Review draft motion; review documents and emails; revise draft motion; review Admin figures; memo to JH; email draft motion to Defendant.	2.25	\$950.00	\$2,137.50
Service	10/25/2024	Review and revise draft motion; memo to staff; email draft motion to Defendant	2.50	\$950.00	\$2,375.00
Service	10/25/2024	Review KN revisions to MFA/Fee brief; review updated admin reports; draft declaration in support of MFA/Fee Motion; circulate to KN for review	1.70	\$750.00	\$1,275.00
Service	10/30/2024	Reveiwed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	\$675.00	\$135.00

Service	11/04/2024	Review status; review billing for accuracy; email Defendant; review revised motion and work on motion	1.00	\$950.00	\$950.00
Service	11/05/2024	Review and revise declaration ISO motion	1.00	\$950.00	\$950.00
Service	11/05/2024	review and revise motion for final; prepare documents for filing; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Services Subtotal				\$350,476.25	

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	\$1,496.06	\$1,496.06
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	\$120.15	\$120.15
Expense	09/01/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	09/01/2022	Onelegal Fee/Filing Fee	1.00	\$464.56	\$464.56
Expense	09/15/2022	One Legal Invoice No. 04372052	1.00	\$16.57	\$16.57
Expense	10/18/2022	Court/OneLegal Fees	1.00	\$16.57	\$16.57
Expense	10/18/2022	Court/OneLegal Fee	1.00	\$41.44	\$41.44
Expense	10/27/2022	One Legal ID. 19183031	1.00	\$16.57	\$16.57
Expense	10/27/2022	One Legal ID. 19180017	1.00	\$16.57	\$16.57
Expense	10/28/2022	filing via One Legal	1.00	\$16.57	\$16.57
Expense	10/31/2022	KNOX - Messenger and Filing Service.	1.00	\$113.15	\$113.15
Expense	11/17/2022	One Legal Invoice No. 04538353	1.00	\$16.57	\$16.57
Expense	11/17/2022	One Legal Invoice - 04538353	1.00	\$16.57	\$16.57
Expense	12/02/2022	Mediation Fees - Ortman.	1.00	\$13,000.00	\$13,000.00
Expense	12/12/2022	One Legal Invoice No. 04595168	1.00	\$37.32	\$37.32
Expense	12/12/2022	One Legal Invoice - 04595168	1.00	\$37.32	\$37.32
Expense	03/09/2023	filing via One Legal	1.00	\$17.04	\$17.04
Expense	06/08/2023	Berger Consulting Fee	1.00	\$6,930.00	\$6,930.00
Expense	08/15/2023	One Legal Invoice No. 05229538	1.00	\$17.04	\$17.04
Expense	09/12/2023	Expert Fees - Berger Consulting Group.	1.00	\$1,080.00	\$1,080.00

Expense	11/30/2023	Court Reporting - Danae Johnson	1.00	\$1,822.05	\$1,822.05
Expense	12/20/2023	One Legal Invoice No. 05589765	1.00	\$78.96	\$78.96
Expense	12/20/2023	One Legal Invoice No. 05589972	1.00	\$17.04	\$17.04
Expense	12/21/2023	One Legal Invoice No. 05590275	1.00	\$78.95	\$78.95
Expense	12/21/2023	One Legal Invoice No. 05590508	1.00	\$78.96	\$78.96
Expense	12/22/2023	One Legal Invoice No. 05597767	1.00	\$77.21	\$77.21
Expense	12/22/2023	One Legal Invoice No. 05597768	1.00	\$77.68	\$77.68
Expense	12/22/2023	One Legal Invoice No. 05597770	1.00	\$77.21	\$77.21
Expense	12/22/2023	One Legal Invoice No. 05597769	1.00	\$102.95	\$102.95
Expense	12/29/2023	Court reporting - deposition of Kristina Holloway.	1.00	\$2,263.02	\$2,263.02
Expense	12/29/2023	One Legal Invoice No. 05610424	1.00	\$17.04	\$17.04
Expense	12/29/2023	One Legal Invoice No. 05610429	1.00	\$17.04	\$17.04
Expense	12/29/2023	One Legal Invoice No. 05609686	1.00	\$17.04	\$17.04
Expense	12/29/2023	One Legal Invoice No. 05610440	1.00	\$17.04	\$17.04
Expense	02/29/2024	DM&A Expert Fees.	1.00	\$1,562.50	\$1,562.50
Expense	03/29/2024	Court Reporting - Deposition of Holloway.	1.00	\$2,839.35	\$2,839.35
Expense	04/15/2024	Expert Fees - DM&A	1.00	\$4,350.00	\$4,350.00
Expense	05/31/2024	Claims Admin Fee.	1.00	\$1,750.00	\$1,750.00
Expense	06/03/2024	One Legal Invoice No. 06082540	1.00	\$128.69	\$128.69
Expense	06/05/2024	Filing fee - motion; one legal charge	1.00	\$77.21	\$77.21
Expense	06/05/2024	one legal charge	1.00	\$51.48	\$51.48
Expense	06/07/2024	One legal filing charge	1.00	\$19.10	\$19.10
Expense	06/22/2024	One Legal Invoice No. 06142061	1.00	\$15.39	\$15.39
Expense	06/24/2024	Claims Administrator Fees - ILYM	1.00	\$1,750.00	\$1,750.00
Expense	07/05/2024	Filing fee - motion; one legal charge	1.00	\$79.48	\$79.48
Expense	07/09/2024	One Legal Invoice No. 06183668	1.00	\$19.10	\$19.10
Expense	09/06/2024	One legal filing charge	1.00	\$51.48	\$51.48
Expense	10/01/2024	One legal filing charge	1.00	\$39.84	\$39.84
Expense	11/04/2024	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$41,138.89

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	8.0	\$895.00	\$7,160.00
Norm Blumenthal	6.75	\$995.00	\$6,716.25
Scott Blumenthal	10.4	\$450.00	\$4,680.00
Nicholas De Blouw	65.8	\$850.00	\$55,930.00
Ricardo Ehmann	21.8	\$675.00	\$14,715.00
Jeffrey Herman	154.5	\$750.00	\$115,875.00
Trevor Moran	144.0	\$450.00	\$64,800.00
Kyle Nordrehaug	32.3	\$950.00	\$30,685.00
Sergio Puche	53.0	\$675.00	\$35,775.00
Andrew Ronan	1.3	\$550.00	\$715.00
Heather Drosi	26.6	\$250.00	\$6,650.00
Frederick Goldman	27.1	\$250.00	\$6,775.00
Subtotal			\$391,615.14
Total			\$391,615.14

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	12/05/2024	\$391,615.14	\$0.00	\$391,615.14
Outstanding Balance				\$391,615.14
Total Amount Outstanding				\$391,615.14

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

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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

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

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Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA**

DORIS VANESSA JACOBY, an individual,
on behalf of herself, and on behalf of all
persons similarly situated,

Plaintiff,

vs.

NORCAL HEALTHCONNECT, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,
Defendants.

CASE NO.: **SCV-271141**

**DECLARATION OF DORIS VANESSA
JACOBY IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: June 26, 2024

Hearing Time: 3:00 p.m.

Judge: Hon. Bradford DeMeo
Dept: 17

Date Filed: July 8, 2022

Trial Date: Not set

DECLARATION OF DORIS VANESSA JACOBY

1 I, Doris Vanessa Jacoby, 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 Norcal Healthconnect, LLC ("Norcal Healthconnect") in California
9 as a Certified Nursing Assistant from January of 2022 to the end of April of 2022 and during that
10 time period I was classified by Norcal Healthconnect as a non-exempt employee.

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

20 5. I decided to file this class action lawsuit and be a plaintiff/class representative
21 because I felt that my legal rights as an employee and others like me were violated. For example,
22 due to a high pressure work environment, I was regularly not afforded compliant duty-free rest
23 breaks. Throughout my employment I also was also regularly not given the opportunity to take
24 duty-free, uninterrupted thirty-minute meal breaks prior to the fifth hour of work. I usually started
25 my shift before 7:00 a.m. and took my meal breaks, if provided at all, between 12:30 p.m. and
26 1:00 p.m. Moreover, Norcal Healthconnect failed to pay me the premium payments I was owed
27
28

DECLARATION OF DORIS VANESSA JACOBY

1 for the meal and rest break violations I was forced to incur. Also, Norcal Healthconnect regularly
2 contacted me on my personal cell phone while I was off-the-clock. For example, I was contacted
3 on my personal cell phone regarding scheduling issues. Norcal Healthconnect never reimbursed
4 me for any costs I incurred connected with the use of my personal cell phone for work purposes,
5 nor was I ever compensated for the time I was communicating with Norcal Healthconnect while
6 off-the-clock for work-related purposes. In addition, during the hiring process, I was required to
7 complete an application and sign a consent form permitting a background check to be conducted
8 on me. However, as I have since come to understand, the disclosure forms included extraneous
9 information such as state law notices and, therefore, rendered the background check non-
10 compliant with the law.
11

12 6. I spoke to my attorneys several times and discussed how Norcal Healthconnect
13 implemented its company policies and procedures. I also assisted my attorneys in their
14 investigation into my claims by providing them documents and answering their questions. I
15 reviewed the complaint before it was filed and was given access to an electronic file sharing
16 program that alerted me via email when important documents were filed so that I could review
17 them and keep up with the developments in the case which I understood was one of my duties as a
18 class representative. I could also access court filings from this case on my attorney's law firm
19 website. I also assisted my attorneys with respect to responding to written discovery from Norcal
20 Healthconnect.
21
22

23 7. Even though this action is in the process of settling, I was and remain prepared to
24 perform all the duties of a class representative. I understand that as a class representative I have
25 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
26 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
27 benefit of the class members and surrender any right to compromise the group action for an
28

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1 individual gain.

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

9 9. I understood that being a part of this lawsuit involved risks. For example, my
10 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
11 pay for all or part of the attorney fees and costs paid by Norcal Healthconnect to defend this
12 lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this
13 lawsuit, could hold it against me or downgrade me as a potential hire. As the only named Plaintiff
14 in this case it would not be difficult for a future employer to become aware that I sued a former
15 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
16 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
17 case.
18

19 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
20 kept up to date on important developments by reviewing court filings that were made available to
21 me electronically as I described above.
22

23 11. A mediation took place on June 6, 2023 with Tripper Ortman, a well-respected and
24 experienced mediator of wage and hour class actions. After the mediation the parties were not
25 able to reach an agreement to settle the action but kept communications open and were eventually
26 able to come to an agreement to settle the action based on a mediator's proposal. I communicated
27 with my attorneys regarding the terms of the settlement which was reached between the parties
28

DECLARATION OF DORIS VANESSA JACOBY

1 and understood that I was representing absent class members and therefore wanted the best
2 possible result to be obtained for the class members and I believe a very positive result was in fact
3 achieved via settlement. I reviewed and signed the Memorandum of Understanding on April 4,
4 2024. When the final settlement agreement was ready I reviewed it closely and signed it on May
5 15, 2024.
6

7 12. I have been actively involved with this lawsuit performing the duties described above.
8 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
9 filings, assisted my attorney respond to written discovery and spent a significant amount of time
10 on the issues presented during the lawsuit and in the settlement process. I estimate that I spent
11 approximately 50-60 hours working on this case up until this point. I believe I have been diligent
12 and have done what is expected of a named plaintiff and a proposed class representative to date,
13 and will continue to do so. I have and always will maintain the best interest of the class members.
14

15 13. My attorneys explained to me that the settlement process involves a two-step
16 review by the Court to determine whether the settlement is fair before approving the settlement. I
17 know this process also involves notifying all class members of the settlement terms and of their
18 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
19 settlement.
20

21 14. I believe I did the right thing by filing this case on behalf of the class members who,
22 subject to court approval, are in line to receive monetary payments as a result of this case and
23 settlement. This is money they may never have ever gotten if I did not pursue this action on their
24 behalf. I feel significant personal satisfaction to know that I played a role in the class members
25 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
26 requested Class Representative Service Payment of \$20,000 from the settlement is fair
27 compensation for the work I performed and the risks I undertook.
28

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15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against Norcal Healthconnect. My agreement to sign a general release is significant because I am releasing any claims I may have regarding individual claims, such as retaliation and wrongful termination. Specifically, before I was terminated by Norcal Healthconnect, I was injured on the job as a result of not receiving my meal and rests breaks. Despite my insistence that I needed to be provided with my statutorily mandated meal and rest periods before I could provide further assistance to a particular patient, I was denied such support. As such, I was solely responsible for keeping a patient upright despite this patient's worsening condition and inability to stand on her own given the fatigue she suffered from. As a result of being denied any breaks on this particular occasion, I injured my back, pinched a muscle, and subsequently filed a worker's compensation claim for this on-the-job injury. Norcal Healthconnect subsequently retaliated against me by placing me in a probationary period to further evaluate my employment status. I was eventually wrongfully terminated in late April of 2022. Given the individual claims I am releasing as part of this settlement, I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying the defendant's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for

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DECLARATION OF DORIS VANESSA JACOBY

1 \$20,000 as a Class Representative service payment is fair and reasonable.

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

4

5 Executed on Jun 4, 2024, at Boulder, Colorado.
6 (city, state)

7

8



Doris Vanessa Gonzalez (Jun 4, 2024 00:47 MDT)

9

Doris Vanessa Jacoby

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DECLARATION OF DORIS VANESSA JACOBY