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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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 KYLE NORDREHAUG
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

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Doris Vanessa Jacoby ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of the Plaintiff's unopposed motion by
8 for preliminary approval of the proposed class action settlement with Defendant NorCal
9 HealthConnect, LLC ("Defendant"), which motion seeks entry of an order: (1) preliminarily
10 approving the proposed settlement of this class action; (2) for settlement purposes only,
11 conditionally certifying the Class, which consists of both the Wage and Hour Class and the
12 Background Check Class; (3) provisionally appointing Plaintiff as the representatives of the Class;
13 (4) provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
14 Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik
15 De Blouw LLP as Class Counsel for the Class; (5) approving the form and method for providing
16 notice to the Class of the proposed settlement; (6) directing that notice of the proposed settlement be
17 given to the Class; (7) appointing ILYM Group as the Administrator; and (8) scheduling a final
18 approval hearing date for November 6, 2024 to consider the Plaintiff's motion for final approval of
19 the settlement and for approval of attorneys' fees, expenses and the service award. Plaintiff and
20 Defendant have reached a full and final settlement of the above-captioned action, which is set forth
21 in the Class Action and PAGA Settlement Agreement (the "Agreement") filed concurrently with the
22 Court. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA
23 Settlement Agreement ("Agreement") along with exhibits thereto. The form of the Agreement is
24 based upon the Los Angeles County Superior Court model form for a class and PAGA settlement.
25 This Declaration incorporates by reference the definitions in the Agreement, and all terms defined
26 therein shall have the same meaning as set forth in the Agreement.

1 Fairness of Settlement

2 3. As consideration for this Settlement, the Gross Settlement Amount is One Million
3 Dollars (\$1,000,000) to be paid by Defendant, as set forth in the Agreement. The Gross Settlement
4 Amount will settle all issues pending in the Action between the Parties and will be made in full and
5 final settlement of the released claims. The Gross Settlement Amount includes all payments of
6 Individual Class Payments and Background Check Class Payments to the Participating Class
7 Members, the Administration Expenses Payment to the Administrator, the Class Counsel Fees
8 Payment and Class Counsel Litigation Expenses Payment to Class Counsel, the Class
9 Representative Service Payment to Plaintiff, and the PAGA Penalties payment to the California
10 Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees. The
11 Gross Settlement Amount does not include the employer's share of payroll taxes which will be
12 separately paid by Defendant. The Settlement is all-in with no reversion to Defendant and no need
13 for Class Members to submit claim forms. The following is a table of the key financial terms of the
14 Settlement and the proposed deductions:

15 **\$1,000,000** (Gross Settlement Amount)

- 16 - \$20,000 (Plaintiff's proposed service award not to exceed amount)
17 - \$40,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
18 - \$333,333 (Class Counsel Fees Payment - not to exceed one-third of settlement)
19 - \$40,000 (PAGA Penalties - 75% to LWDA / 25% to Aggrieved Employees)
20 - \$17,000 (Administration Expenses Payment - not to exceed amount)
21 - \$38,250 (Background Check Class Payments - \$50 x 765)

22 **\$549,667** (Net Settlement Amount for Individual Class Payments)
23

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

2 5. On June 6, 2023, the Parties participated in an all-day mediation session presided
3 over by Tripper Ortman, Esq., a respected and experienced mediator of wage and hour class actions.
4 In preparation for the mediation, Defendant provided Class Counsel with necessary information,
5 including the Class payroll and timekeeping data. Plaintiff analyzed the data with the assistance of a
6 damages expert, Berger Consulting, and prepared and submitted a mediation brief and damage
7 valuation to the Mediator. Following the all-day mediation, the Parties agreed to the Settlement,
8 which was memorialized in the form of a Memorandum of Understanding. The final terms of the
9 Settlement were negotiated and set forth in the Agreement now presented for this Court's approval.
10 Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable and
11 adequate.

12 6. Based upon 1,297 Wage and Hour Class Members who collectively worked 128,976
13 Workweeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides a value of \$771 per Class
14 Member and \$7.75 per Workweek and, after deductions, the Net Settlement Amount provides an
15 average recovery of \$394.30 per Class Member and \$3.96 per Workweek. The calculations to
16 compensate for the amount due to the Class Members at the time the Settlement was negotiated
17 were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. Class Counsel
18 analyzed the data for putative class members and determined the potential maximum damages for
19 the class claims. For the Class, the maximum value of the claim for unpaid wages due to the alleged
20 unpaid overtime was \$2,678,992.74, the maximum value of the claim for unpaid wages due to
21 alleged off-the-clock work was \$3,571,990.32, the maximum value of unpaid sick pay was \$84,730,
22 the maximum potential damages for alleged meal period violations were estimated to be
23 \$1,689,505.78 after deduction of meal premiums already paid by Defendant, the maximum potential
24 damages for alleged rest period violations were estimated to be \$3,574,990.32 after deduction of
25 rest premiums already paid by Defendant, and the maximum potential damages for the alleged
26 failure to reimburse business expenses were calculated to be \$206,738 based upon \$5 per month. In
27 total, the damages for the Class were calculated to have a maximum potential total value of
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1 \$11,806,947. In addition, Plaintiff calculated that the maximum value of the potential waiting time
2 penalties were between \$1,015,109 and \$9,014,169, depending on the predicate violation, and the
3 maximum value of the potential wage statement penalties were \$3,323,900.¹ Defendant vigorously
4 disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount
5 represents more than 8% of Plaintiff's calculation of the potential maximum damages at issue for
6 the Class in this case, assuming these amounts could all be proven in full at trial.² The maximum
7 calculations should then be realistically risk rated in consideration for both the risk of class
8 certification and the risk of establishing class-wide liability on all claims. As to the Background
9 Check Class, FCRA provides for statutory damages of \$100 to \$1,000 per willful violation. 15
10 U.S.C. § 1681n. This means the maximum value of the FCRA claim for the 965 individuals in the
11 FCRA Class is between \$765,000 and \$7,650,000. A comparison of approved FCRA settlements
12 involving similar facts further confirms the reasonableness of this Settlement. The Court in *Pietras*
13 *v. Sentry Ins. Co.*, 513 F. Supp. 2d 983, 985 (N.D. Ill 2007), "cited eighteen cases, which settled for
14 an average of \$34.59 per class member." Similarly, in *Bailes v. Lineage Logistics, LLC*, 2016 U.S.
15 Dist. LEXIS 110943 (D. Kan 2016), the District Court approved a FCRA class settlement which
16 provided for a fund of \$149,205 for a class of 3,430, which correlates to \$43.50 per person. In *Feist*
17 *v. Petco Animal Supplies, Inc.*, 2018 U.S. Dist. LEXIS 98686 (S.D. Cal. 2018), Judge Marilyn Huff
18 granted preliminary approval to an FCRA class settlement of \$1.2 million for a class of 37,000,

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22 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
24 asserted by Defendant, including but not limited to, a good-faith dispute defense as to whether any
25 premium wages for meal or rest periods or other wages were owed given Defendant's position that
26 Plaintiff and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186
27 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and
28 employee have a good faith dispute as to whether and when the wages were due.").

26 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included
27 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in
28 the Decl. Nordrehaug at ¶ 33.

1 which equates to \$32.43 per person.³ Here, the Settlement allocation of \$50 per FCRA Class
2 Member is certainly fair and reasonable given the prior approved FCRA settlements and the
3 defenses asserted by Defendant. Given the amount of the Settlement as compared to the potential
4 value of the claims, the Settlement is most certainly fair and reasonable.

5
6 Procedural History of the Litigation

7 7. On June 9, 2022, Plaintiff filed with the LWDA and served on Defendant a
8 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
9 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. A true and
10 correct copy of this PAGA Notice is attached hereto as Exhibit #3. On July 8, 2022, Plaintiff
11 commenced the Action by filing a Complaint against Defendant in the Superior Court of the State of
12 California, County of Sonoma. The Complaint asserted class claims against Defendant for: (1)
13 unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay
14 minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay
15 overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods
16 in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
17 violation of Cal. Labor Code §§ 226.7 and 512; (6); failure to provide accurate itemized wage
18 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
19 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when
20 due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay
21 wages in violation of California Labor Code §§ 201-204, 233, 246. On September 14, 2022,

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23
24 ³ See also *Moore v. Aerotek, Inc.*, 2017 WL 2838148, at *4 (S.D. Ohio 2017) (per-capita gross
25 recovery of \$25 in FCRA case); *Aceves v. Autozone Inc.*, No. 5:14-cv-2032, ECF No. 58 (C.D. Cal.
26 2016) (approval of FCRA settlement with gross recovery of \$20 per class member); *Patrick v.*
27 *Interstate Mgmt. Co., LLC*, No. 8:15-cv-1252, ECF No. 42 (M.D.Fla. 2016) (approval of FCRA
28 claim where class members received \$9 each); *Landrum v. Acadian Ambulance Serv., Inc.*, No.
14-cv-1467, ECF No. 37 (S.D. Tex. 2015) (approval of FCRA disclosure settlement of \$10 per
person); *Walker v. McClane/Midwest, Inc.*, No. 2:14-cv-04315, ECF No. 29 (W.D. Mo. 2015) (\$24
per person).

1 Plaintiff filed a First Amended Class Action Complaint ("FAC"), alleging additional causes of action
2 against Defendant for: (1) failure to make proper disclosures in violation of 15 U.S.C. §§ 1681, et
3 seq.; (2) failure to obtain proper authorizations in violation of 15 U.S.C. §§ 1681, et seq.; (3) failure
4 to make proper disclosures in violation of California Civil Code §§ 1786, et seq.; and, (4) failure to
5 obtain proper disclosures in violation of California Civil Code §§ 1785, et seq.

6 8. On August 31, 2022, Plaintiff filed a separate Representative Action Complaint
7 against Defendant in the Superior Court of the State of California, County of Sonoma, (Plaintiff's
8 "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against
9 Defendant for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code
10 §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194,
11 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
12 5(A)-(B), and the applicable Wage Order(s).

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

18 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
19 including production of documents, class data, and other information, allowing for the full and
20 complete analysis of liabilities and defenses to the claims in the Action. Plaintiff obtained both
21 formal and informal discovery, which included depositions and the production and analysis of
22 hundreds of pages of documents. The information for mediation obtained by Plaintiff included: (1)
23 data concerning the composition of the Class; (2) payroll data for the Class and time punch data for
24 the Class which covered 26,595 shifts and 7,575 work weeks; (3) Defendant's wage and hour
25 policies and job descriptions; (4) the employment file for the Plaintiff; and, (5) samples of wage
26 statements provided by Defendant. As such, Class Counsel received the data and information for
27 the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the
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1 Class.

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

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

18 13. Although a settlement has been reached, Defendant denies any liability or
19 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
20 any purpose other than settlement, the Action is appropriate for class and/or representative
21 treatment. Defendant contends, among other things, that it has properly compensated the Class
22 Members and complied at all times with the California Labor Code, applicable Wage Order, and all
23 other laws and regulations. Further, Defendant contends that class certification is inappropriate for
24 any reason other than for settlement. Plaintiff contends that Defendant violated California wage and
25 hour laws. Plaintiff further contends that the Action is appropriate for class certification on the
26 basis that the claims meet the requisites for class certification. Without admitting that class
27 certification is proper, Defendant has stipulated that the above Class may be certified for settlement
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1 purposes only. (Agreement at ¶ 2.10.) The Parties agree that certification for settlement purposes is
2 not an admission that class certification is proper. Further, the Agreement is not admissible in this
3 or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for
4 purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing
5 class certification with respect to the Class are satisfied.

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

19
20 Settlement Terms and Plan of Allocation

21 15. The Gross Settlement Amount is One Million Dollars (\$1,000,000). (Agreement at ¶
22 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (i)
23 all Individual Class Payments, Background Check Class Payments, and Individual PAGA Payments;
24 (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel
25 Litigation Expenses Payment; (iv) the Class Representative Service Payment; and (v) the
26 Administration Expenses Payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not
27 include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount
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1 shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

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

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

20 18. Class Members may choose to opt-out of the Settlement by following the directions
21 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
22 deemed Participating Class Members and will be bound by the Settlement and will be entitled to
23 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
24 any who submit an opt-out request, still will receive an Individual PAGA Payment and will release
25 of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and
26 8.5(d)) Finally, the Class Notice will advise the Class Members of their right to object to the
27 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

1 19. A Participating Class Member must cash the check for his or her Individual Class
2 Payment (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed.
3 (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any
4 funds represented by such checks sent to the California State Controller's Office, Unclaimed
5 Property Division, in the name of the Class Member, thereby leaving no "unpaid residue" subject to
6 the requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶
7 5.4.)

8 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
9 settlement in this action (the "Administrator"). (Agreement at ¶ 1.2.) The Administrator will be
10 paid for settlement administration in an amount not to exceed \$17,000. (Agreement at ¶ 3.2(c).)
11 Decl. Nordrehaug at ¶20. A Declaration from ILYM is submitted herewith.

12 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
13 a sum not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment.
14 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel
15 Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).) Subject
16 to Court approval, the Agreement provides for a payment not to exceed \$20,000 to Plaintiff as the
17 Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

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

1 Risks of Continued Litigation and Standards for Approval

2 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
3 and trying this Action against Defendant and then litigating a possible appeal that could take several
4 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
5 especially in complex class actions such as this Action. Class Counsel is also mindful of and
6 recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the
7 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
8 Settlement set forth in the Agreement is in the best interest of the Class Members.

9 24. Here, a number of defenses asserted by Defendant present serious threats to the
10 claims of the Plaintiff and the other Class Members. Defendant maintains that its practices
11 complied with all applicable wage and hour laws. Defendant maintains that all Class Members’
12 work time was properly recorded and compensated and that there was no unpaid overtime.
13 Defendant also argued that any unpaid overtime attributable to workers subject to a CBA is not
14 compensable overtime under the CBA. Defendant contends that its meal and rest period policies
15 and practices provide Class Members with meal and rest periods and that the payment of significant
16 meal premiums is evidence of Defendant’s legal compliant practices. As to expense reimbursement,
17 Defendant maintains that it did not fail to provide reimbursement for necessary business expenses
18 because, among other things, employees are not required to use their personal cell phones to
19 perform their work. Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal.
20 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and
21 *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff’s claims in terms
22 of liability and value, and preclude claims from proceeding on a class or representative basis.
23 Defendant also maintains that a good faith dispute and absence of willfulness would negate the
24 claims for waiting time penalties and/or failure to provide accurate itemized wage statements. See
25 e.g. *Naranjo v. Spectrum Sec. Servs.*, 2024 Cal. Lexis 2438, at *3 (May 6, 2024) (“if an employer
26 reasonably and in good faith believed it was providing a complete and accurate wage statement in
27 compliance with the requirements of section 226, then it has not knowingly and intentionally failed
28

1 to comply with the wage statement law.”) If successful, Defendant’s defenses could eliminate or
2 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be
3 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to
4 recovery by the Class.

5 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
6 unable to obtain class certification and thereby not recover on behalf of any employees other than
7 themselves. Defendant argued that the individual experience of each putative class member varied
8 with respect to the claims, which would preclude the claims from proceeding on a class basis. For
9 instance, Plaintiff’s meal and rest period claims would require individualized inquiries into whether
10 each employee took a compliant meal or rest period on a given shift and, if not, why. Plaintiff is
11 aware of other cases where class certification of similar claims was denied. *See e.g. Cacho v.*
12 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally,
13 even if class certification was successful, as demonstrated by the California Supreme Court decision
14 in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles to
15 overcome for a class-wide recovery even where a class has been certified. While other cases have
16 approved class certification of wage and hour claims, class certification in this Action would have
17 been hotly disputed and was by no means a foregone conclusion.

18 26. This settlement is therefore certainly entitled to preliminary approval. Were this
19 case to go to trial, the Plaintiff and the other class members would need to prove, among other
20 things, that wages were owed on a class-wide basis. This was and is a substantial risk. This
21 Settlement provides a recovery to all non-exempt employees of the Defendant, which is a result that
22 would not be possible if liability was not imposed on a class-wide basis.

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

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

21 29. Based on both formal and informal discovery of data and documents, and their own
22 independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with
23 Defendant for the consideration and on the terms set forth in the Agreement is fair, reasonable, and
24 adequate and is in the best interest of the Class in light of all known facts and circumstances,
25 including the risk of significant delay, defenses asserted by Defendant, and numerous potential
26 appellate issues. There can be no doubt that counsel for both Parties possessed sufficient
27 information to make an informed judgment regarding the likelihood of success on the merits and the
28 results that could be obtained through further litigation.

1
2 Class Certification Issues

3 30. Plaintiff contends that the Settlement meets all of the requirements for certification
4 of a settlement class under California Code of Civil Procedure § 382 as demonstrated below, and
5 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
6 should conditionally certify the Class for settlement purposes only which consists of “the Wage and
7 Hour Class and the Background Check Class.” (Agreement at ¶ 1.9.) This Court should
8 conditionally certify the Wage and Hour Class for settlement purposes only, defined as follows:

9 All individuals who were employed by Defendant in California and classified as a
10 non-exempt employee at any time during the Class Period.

11 (Agreement at ¶ 1.50.)

12 The "Class Period" is July 8, 2018 through October 15, 2023. (Agreement at ¶ 1.17.) This Court
13 should also conditionally certify the Background Check Class for settlement purposes only, defined
14 as follows:

15 All individuals who executed Defendant's background check disclosure form at any
16 time during the Background Check Class Period.

17 (Agreement at ¶ 1.5.)

18 The Background Check Class Period is July 8, 2020 through October 15, 2023. (Agreement at ¶
19 1.8.)

20 a. **Ascertainability And Numerosity** - Here, Plaintiff asserts that the 1,297
21 individuals who comprise the Class can be identified based on Defendant’s records and are
22 sufficiently numerous for class certification.

23 b. **Predominance of Common Issues Of Law and Fact** - Here, Plaintiff
24 contends that common questions of law and fact are present, and specifically the common questions
25 of whether Defendant’s practices were lawful, whether Class members were lawfully compensated
26 for all hours worked, whether Defendant properly paid overtime, whether the Defendant failed to
27 provide all legally required meal and rest periods to Class Members, whether Defendant failed to
28 provide required expense reimbursement, and whether Class Members are entitled to damages and
penalties as a result of these alleged practices. Plaintiff contends that certification of this Class is

1 appropriate because Defendant allegedly engaged in uniform practices with respect to the Class
2 Members. As a result, these common questions of liability could be answered on a class wide basis.

3 c. **Typicality** - In the Action, Plaintiff contends that there can be little doubt
4 that the typicality requirement is satisfied. Plaintiff worked for Defendant as non-exempt employee
5 during the Class Period. Plaintiff contends that, like every other member of the Class, she was
6 subjected to the same practices and policies of Defendant and is subject to the same defenses. Thus,
7 Plaintiff asserts that the claims of Plaintiff and the Class Members arise from the same course of
8 conduct by the Defendant, involve the same employment policies and practices of Defendant, and
9 are based on the same legal theories.

10 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
11 represented here because Plaintiff and Class Counsel (a) do not have any conflicts of interest with
12 other Class members, and (b) will prosecute the case vigorously on behalf of the Class. First,
13 Plaintiff is well aware of her duties as the representative of the Class and has actively participated in
14 the prosecution of this case to date. Plaintiff effectively communicated with counsel, provided
15 documents to counsel, and participated in the investigation and negotiations in the Action. Second,
16 Plaintiff retained competent counsel who are experienced in employment class actions and who
17 have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of
18 the Class. Both Plaintiff and the Class Members seek monetary relief under the same set of facts
19 and legal theories.

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

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

21 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
22 respective counsel and to be approved by the Court, is based upon the Los Angeles County Superior
23 Court’s model form and includes all relevant information. (See Exhibit “A” to the Agreement.)
24 The mailing will include a Spanish translation of the Class Notice. (Agreement at ¶ 1.11.) The
25 Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to
26 be approved by the Court, includes all relevant information. (See Exhibit “A” to the Agreement.)
27 The Class Notice will include, among other information: (i) information regarding the Action; (ii)
28 the impact on the rights of the Class Members if they do not opt out, including a description of the

1 applicable release; (iii) information to the Class Members regarding how to opt out and how to
2 object to the Settlement; (iv) the estimated Individual Class Payment (and, if applicable, Individual
3 PAGA Payment) for each of the Class Members and how to dispute the information used to
4 calculate the payment; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount
5 of the Plaintiff's service award request; and (vi) the anticipated expenses of the Administrator. The
6 Class Notice will state that the Class Members shall have sixty (60) days from the date that the
7 Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out), and that the
8 Response Deadline shall be extended 14 days in the event of a re-mailing. (Agreement at ¶¶ 1.43,
9 8.5(a).) Class Members shall be given the opportunity to object to the Settlement and/or requests
10 for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.)
11 Class Members who do not submit a timely and proper request to opt out will automatically receive
12 a payment of their Individual Class Payment (and, if applicable, their Individual PAGA Payment).
13 This notice program was designed to meaningfully reach the Class Members and it advises them of
14 all pertinent information concerning the Settlement.

15
16 33. The PAGA Claim -

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

1 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
2 value of the alleged PAGA claim as to the Aggrieved Employees for civil penalties to be between
3 \$1,515,250 and \$3,030,500 for a single violation in every one of the estimated 30,305 pay periods at
4 issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case
5 of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor
6 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum
7 rate per pay period but without stacking.⁴ The PAGA allocation in the Settlement is \$40,000. This
8 allocation is justified by several important considerations. First, the PAGA claim was subject to the
9 same risks as the underlying class claims. Second, Defendant asserted additional defenses to the
10 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could
11 also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
12 one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
13 potential that some or all of the PAGA penalties sought may not be awarded. Second, in *Carrington*
14 *v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court affirmed a judgment which only
15 provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded
16 could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA
17 claim. Even if we assume that violations for all 30,305 pay periods were established, using the
18 valuation from *Carrington* results in a potential recovery of only \$151,525 under PAGA. This
19 means that the PAGA allocation of \$40,000 in the Agreement is a reasonable percentage of this
20 potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
21 under the reasoning of the LWDA in *O'Connor v. Uber*.

22 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
23 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
24 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
25

26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$1,515,250 and \$3,030,500 is the civil penalty amount without stacking.
28 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiff, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 approximately 4% of the total settlement value to resolve the PAGA claims applicable to the class is
2 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
3 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
4 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
5 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
6 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
7 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
8 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
9 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
10 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
11 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
12 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
13 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
14 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
15 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
16 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
17 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
18 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
19 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
20 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
21 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
22 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
23 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
24 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
25 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
26 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
27 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
28 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)

1 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
2 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
3 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
4 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
5 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
6 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
7 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
8 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
9 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
10 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
11 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
12 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

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

1 BC672235), Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
2 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
3 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-
4 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
5 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679), Judge Brian Walsh awarded Class
6 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
7 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
8 00245842), Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
9 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
10 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
11 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
12 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
13 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
14 *Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a
15 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
16 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson
17 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
18 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard
19 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
20 in *Etteadgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
21 California Case No. 2:20-cv-08053-MCS-JDE), District Judge Mark C. Scarsi awarded a one-third
22 fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
23 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
24 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
25 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
26 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
27 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
28 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee

1 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
2 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
3 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
4 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri
5 Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1,
6 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
7 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
8 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
9 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
10 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
11 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
12 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
13 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a
14 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
15 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
16 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
17 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
18 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
19 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
20 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
21 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
22 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
23 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles
24 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee
25 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
26 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
27 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third
28 of the common fund is therefore reasonable in light of the fees that have been awarded in other

1 similar cases.

2
3 35. Class Representative Service Payment - The reasonableness of the requested service
4 award is also established by reference to the amounts that other California courts have found to be
5 reasonable in wage and hour class action settlements since 2010: *Zamora v. Balboa Life &*
6 *Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
7 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP
8 (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
9 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
10 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
11 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000
12 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
13 (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
14 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
15 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
16 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman*
17 *v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
18 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
19 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
20 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
21 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
22 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
23 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
24 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
25 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
26 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*
27 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
28 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.

1 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
2 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
3 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
4 *Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
5 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara
6 County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express,*
7 *LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
8 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
9 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply*
10 *LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding
11 \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep.
12 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
13 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
14 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
15 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
16 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award);
17 *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County
18 Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II,*
19 *Santa Clara Superior Court Case no. 17CV313457* (July 10, 2018) (awarding \$10,000 service
20 award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No.
21 EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

22
23 36. Potentially Related Other Actions - I am unaware of any other related cases pending
24 against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.11.)

25
26 37. Administration - The estimate from ILYM Group was selected, as it provided
27 for an estimate of \$15,350 to perform settlement administration for a class of up to 2,150, with any
28 difference between the actual expenses and the budget of \$17,000 to be retained in the Net

1 Settlement Amount for distribution to the Wage and Hour Class. Submitted herewith is a true and
2 correct copy of the Declaration of Anthony Rogers from ILYM Group, which includes their estimate
3 for administration along with the other issues required by paragraph 7.1 of the Agreement. I have
4 used ILYM Group successfully as the administrator in more than twenty class settlements in the last
5 couple years and know them to be competent and experienced. My firm has no relationship or
6 connection with ILYM Group, and thus no conflict of interest exists.

7
8 Service on the LWDA:

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

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 3rd day of June, 2024, at La Jolla, California.

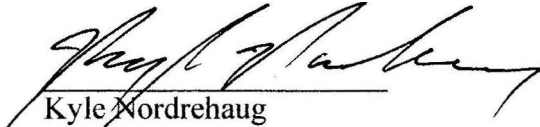
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EXHIBIT #1

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.

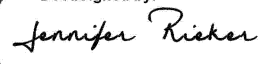
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Doris Vanessa Jacoby

Dated: 5/16/2024

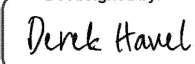
DocuSigned by:


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
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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)
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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
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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,
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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

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

I.

FINDINGS

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

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

Preliminary Approval of the Settlement

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

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10 _____
HON. BRADFORD DEMEO
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

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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)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

June 9, 2022
CA2668

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	Norcal Healthconnect, LLC Certified Mail #70220410000153343942 C T Corporation System 330 N. Brand Blvd. Suite 700 Glendale, CA 91203
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Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Norcal Healthconnect, LLC in California, including any employees staffed with Norcal Healthconnect, LLC by a third party, and classified as non-exempt employees during the time period of June 9, 2021 until a date as determined by the Court. Our offices represent Plaintiff Doris Vanessa Jacoby (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Norcal Healthconnect, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from January of 2022 to April 29, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages.

Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Defendant also violated Cal. Lab. Code Section 226(a)(8) for failing to list the correct legal entity that employed Plaintiff and other Aggrieved Employees. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.