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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF SAN DIEGO**
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13
14 WESLEY PHILLIPS, an individual, on
behalf of himself and on behalf of all persons
15 similarly situated,

16 Plaintiff,

17 vs.

18 DI OVERNITE LLC, a Limited Liability
19 Company; and Does 1 through 50, Inclusive,

20 Defendants.
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CASE No. 37-2016-00016800-CU-OE-CTL

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Hearing Date: December 15, 2017
Hearing Time: 10:30 a.m.

Judge: Hon. Judith F. Hayes
Department: 68

Action Filed: May 18, 2016
Trial Date: None Set

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

2 1. I am the managing partner of the law firm of Blumenthal, Nordrehaug & Bhowmik,
3 counsel of record for Plaintiffs Wesley Phillips, Thomas Harrington, Mario Lopez, and Insinia Lesa
4 ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs' motion for an order: (1)
8 preliminarily approving the proposed settlement of this class action with Defendant; (2) approving
9 the form and method for providing class-wide notice; (3) directing that notice of the proposed
10 settlement be given to the class; and, (4) scheduling a final approval hearing date to consider
11 Plaintiffs' request for final approval of the class settlement and Plaintiffs' application for attorneys'
12 fees and expenses. Lodged herewith as Exhibit #1 is a copy of the fully executed Class Action
13 Settlement Agreement ("Agreement") along with exhibits thereto. This Declaration incorporates by
14 reference the definitions in the Agreement, and all terms defined therein shall have the same
15 meaning as set forth in the Agreement.

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17 Fairness of Settlement

18 3. As consideration for this Settlement, the total amount to be paid by Defendant is
19 Four Hundred Sixty Thousand Dollars (\$460,000.00) (the "Gross Settlement Amount"). This Gross
20 Settlement Amount will settle all issues pending in the litigation and the arbitration between the
21 Plaintiffs, on the one hand, and the Defendant, on the other hand, including: payments to
22 Participating Class Members; the Class Representative Service Payments to the Plaintiffs; all
23 attorneys' fees, costs and expenses of Class Counsel; all employee and employer tax withholdings;
24 all payments allocated to the LWDA in connection with Private Attorney General Act ("PAGA");
25 and all costs of settlement administration. The Settlement is all-in with no reversion to Defendant.

26 4. The relief provided in the settlement will benefit all members of the Class. The
27 settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.

1 Payments to the Class Members are all determined under a neutral methodology. All Class
2 Members will receive the same opportunity to participate in and receive payment through a neutral
3 formula that is based upon the weeks worked for that individual.

4 5. The Parties scheduled a private mediation to take place before an experienced
5 mediator for class actions and wage and hour lawsuits. In preparation for the mediation, Defendant
6 provided Class Counsel with necessary records and information for the members of the Class.
7 Plaintiffs analyzed the data with the assistance of damages expert DM&A and prepared and
8 submitted a mediation brief. On December 12, 2016, the parties participated in a full day of
9 mediation before Hon. William C. Pate (Ret.), a respected jurist and now experienced mediator for
10 class actions and wage and hour lawsuits. At the mediation, the parties were unable to reach a
11 settlement. Thereafter, the Parties were ultimately able to reach a settlement after Judge Pate made a
12 mediator's proposal, the principal terms of which were memorialized by the Parties in a signed
13 Memorandum of Understanding. The parties then prepared the Agreement which was signed by all
14 counsel and by the parties and is now presented to this Court for preliminary approval.

15 6. The calculations to compensate for the amount due for the nonpayment of wages at
16 the time this Settlement was negotiated were calculated by DM&A, Plaintiffs' damage expert. For
17 the employees whose claims are at issue in this Action, Plaintiffs used an expert (DM&A) to
18 analyze the data and determine the potential unpaid wages for the employees. Plaintiffs calculated
19 that the maximum potential damages were \$366,410 for off-the-clock/overtime work and
20 \$1,465,640 for missed meal periods. These valuations were mitigated by the fact that employees
21 were paid substantial amounts of overtime, so there was no off-the-clock work, and that employees
22 signed an acknowledgment that they received all their breaks, which meant that the estimate of 1
23 hour of off-the-clock work and 4 missed meal periods likely overstated damages. This total damage
24 valuation showed that Defendant was subject to a maximum damage claim in the amount of
25 \$1,832,050 total. Consequently, the settlement of \$460,000.00 represents more than 25% of the
26 value of the potential damages at issue in this case at the time this Settlement was negotiated,
27 assuming these amounts could be proven at trial. Given the amount of the settlement as compared
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1 to the potential value of claims in this case, the settlement is fair and reasonable.

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3 Procedural History of the Litigation

4 7. On May 18, 2016 Plaintiff Phillips filed a Complaint against Defendant in the
5 Superior Court of the State of California, County of San Diego. Plaintiff Phillips asserted claims
6 that Defendant (I) violated the California Business and Professions Code §17200 et seq.; (ii) failed
7 to pay overtime wages in violation of California Labor Codes §510 et seq, 1194 and 1198 et seq;
8 (iii) failed to provide accurate itemized wage statements in violation of California Labor Code §
9 226; and, (iv) failed to provide wages when due in violation of California Labor Code §§ 201, 202
10 & 203. On June 29, 2016, Plaintiff Phillips filed a First Amended Complaint adding a claim under
11 the Private Attorney General Act, Cal. Labor Code §§ 2698 et seq. ("PAGA") based upon the
12 alleged violations of the Labor Code.

13 8. The Defendant moved to compel arbitration, to which Plaintiff Phillips responded.
14 On January 27, 2017, the Court granted the Defendant's motion to compel arbitration of all claims
15 alleged in the Action.

16 9. On or around March 6, 2017, Plaintiffs Wesley Phillips, Thomas Harrington, Mario
17 Lopez, and Insinia Lesa filed Demands for Arbitration adding a claim for Defendant's failure to
18 reimburse employees for required expenses in violation of California Labor Code § 2802. On April
19 20, 2017, Defendant filed an answer to claims asserting 30 affirmative defenses.

20 10. The Parties engaged in investigation and the exchange of documents and information
21 in connection with the Action. Defendant provided to Plaintiffs and Class Counsel payroll and
22 employment data and other information regarding the Class Members. Class Counsel received the
23 necessary information to evaluate the strengths and weaknesses of the alleged claims.

24 11. The Action generally alleges that Plaintiffs and other employees were not properly
25 paid for overtime wages, meal and rest period compensation and expense reimbursement in
26 accordance with California law. The Action seeks unpaid wages, damages, penalties, civil
27 penalties, restitution, reimbursement, interest, attorney fees, litigation costs, and any other equitable
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1 or legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the
2 foregoing claims.

3 12. Prior to mediation, Plaintiffs analyzed the class claims, prepared a damage valuation
4 and prepared a detailed mediation brief. On December 12, 2016, the Parties participated in an
5 all-day mediation presided over by Judge William C. Pate (Ret.), a respected mediator of wage and
6 hour class actions. During the mediation, each side, represented by its respective counsel, were
7 unable to agree to settle the Action. As a result, the mediator made a mediator's proposal which was
8 accepted by the Parties in the form of a Memorandum of Understanding. Based on those
9 negotiations and arms-length settlement discussions between the Parties, the Parties agreed to settle
10 the Action on the terms and conditions set forth in the Agreement now presented to this Court for
11 preliminary approval.

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

1 14. Class Counsel has conducted a thorough investigation into the facts of the class
2 action. Class Counsel has diligently evaluated the Class Members' claims against Defendant. Prior
3 to the mediation, counsel for Defendant provided Class Counsel with access to data and information
4 for the Class, including payroll data and information concerning the Defendant's practices. In
5 addition, Class Counsel previously negotiated settlements with other defendants in actions
6 involving nearly identical issues and analogous defenses. Class Counsel is also aware of
7 Defendant's financial situation which would not allow Defendant to pay any significant judgment.
8 Based on the foregoing data and their own independent investigation, evaluation and experience,
9 Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is
10 fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and
11 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
12 appellate issues.

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14 Settlement Terms and Plan of Allocation

15 15. The Gross Settlement Amount to be paid by Defendant is Four Hundred Sixty
16 Thousand Dollars (\$460,000.00). Under the terms of the Settlement, the Gross Settlement Amount
17 consists of the following elements: (1) payments to Participating Class Members; (2) Class
18 Counsel's attorneys' fees and costs; (3) Settlement Administrator's expenses; (4) the Class
19 Representative Service Payment; (5) a payment to the Labor Workforce Development Agency
20 ("LWDA") in connection with the PAGA claim (i.e., the "LWDA Payment"); and (6) employer-side
21 payroll taxes on the portion of the Settlement Shares allocated to wages. (Agreement at ¶ III(A)-
22 (B).) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at
23 ¶ III(A).)

24 16. Defendant will fund the Gross Settlement Amount by depositing the money with the
25 Settlement Administrator. Defendant shall fund the Gross Settlement Amount according to the
26 Payment Schedule. (Agreement at ¶ III(E)(9).) The Payment Schedule is as follows: (i) \$125,000
27 upon the later of 15 days after the Effective Settlement Date or July 1, 2018; (ii) \$330,000 in 33
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1 monthly installments of \$10,000 per month beginning one month after the \$125,000 is paid; and,
2 (iii) \$5,000 in one installment of \$5,000 due one month after the last \$10,000 installment is paid.
3 (Agreement at ¶ I(V).) After the Effective Date and receipt of sufficient funds from Defendant, the
4 Settlement Administrator will make prorated distributions in four installments of \$115,000 each to
5 Participating Class Members their Settlement Shares; to Plaintiffs their Class Representative
6 Service Payments; to Class Counsel their Class Counsel Fees Payment and the Class Counsel
7 Litigation Expenses Payment; to the LWDA their LWDA Payment; and to the Settlement
8 Administrator, its reasonable fees and expenses. (Agreement at ¶ III(E)(9).)

9 17. The Net Settlement Amount shall equal the Gross Settlement Amount minus the
10 Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees and
11 Expenses Payment, the payment to the California Labor Workforce Development Agency, and the
12 Settlement Administrator's fees and expenses. (Agreement at ¶ I(S).) From the Net Settlement
13 Amount, the Settlement Shares to the Participating Class Members shall be calculated as follows:
14 (a) dividing the Net Settlement Amount by the total number of workweeks for all Participating
15 Class Members that occurred during the class period and (b) multiplying the result by each
16 individual Participating Class Member's workweeks that occurred during the Class Period.
17 (Agreement at ¶ III(C)(2).) Only those Class Members who do not timely submit a valid Election
18 Not to Participate in Settlement ("Participating Class Members") will be bound by the Settlement
19 and will receive payment. (Agreement at ¶¶ I(U) and III(C)(1).) The entire Net Settlement Amount
20 will be allocated among the Participating Class Members.

21 18. Class Members may choose to opt-out of the Settlement by following the directions
22 in the Class Notice. (Agreement at ¶ III(E)(3).) Class Members may also dispute the number of
23 workweeks allocated to them. (Id.) Finally, the Class Notice shall advise Class Members of their
24 right to object to the Settlement. (Id.)

25 19. This is a non-reversionary settlement and it is the intention of the Parties that the
26 entire Gross Settlement Amount will be paid out as described herein, leaving no residue. The
27 expiration date of the settlement checks will be 180 days from the date the settlement checks are
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1 mailed. In the event that any checks mailed to Participating Class Members remain uncashed after
2 the expiration of 180 days, then any such unclaimed funds shall be paid to the DIR Unpaid Wage
3 Fund in the name of the Participating Class Member. (Agreement at ¶ III(E)(10).)

4 20. The parties have agreed to use Simpluris as the Settlement Administrator for the
5 Settlement. (Agreement at ¶ III(D).) All costs and expenses due the Settlement Administrator in
6 connection with its administration of the Settlement, including, but not limited to, mailing the Class
7 Notice, locating Class Members, processing Elections Not to Participate in Settlement, and
8 administering and distributing settlement payments to the Participating Class Members shall be paid
9 from the Gross Settlement Amount. Settlement administration costs and expenses are estimated not
10 to exceed \$15,000.00. (Agreement at ¶ III(B)(4).)

11 21. Subject to Court approval, Class Counsel shall be awarded a sum not to exceed
12 twenty-five percent (25%) of the Gross Settlement Amount for reasonable attorneys' fees to
13 compensate and reimburse Class Counsel for all of the work already performed by Class Counsel in
14 this case and all of the work remaining to be performed by Class Counsel in documenting the
15 settlement, securing Court approval of the settlement, administering the settlement, and making sure
16 that the settlement is fairly administered and implemented. (Agreement at ¶ III(B)(2).) Class
17 Counsel will also be allowed to apply separately for reimbursement of their actual litigation costs as
18 set forth on their billing statement in an amount not to exceed \$10,000. (Agreement at ¶ III(B)(2).)
19 Subject to Court approval, the Settlement provides for a Class Representative Service Payment to
20 the named Plaintiffs in an amount not to exceed \$5,000 each. (Agreement at ¶ III(B)(1).)
21 Defendant will not oppose a motion for approval of attorneys' fees, costs and the service award
22 consistent with the Agreement.

23 22. A payment of \$7,500 shall be made to the LWDA pursuant to California Labor Code
24 § 2698 et seq. as the State of California's 75% share of the settlement apportioned to civil penalties.
25 This LWDA Payment shall be paid by the Settlement Administrator from the Gross Settlement
26 Amount. (Agreement at ¶ III(B)(3).)
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1 Risks of Continued Litigation and Standards for Approval

2 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
3 litigate and trying this Action against Defendant through possible appeals which could take several
4 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
5 especially in complex actions such as this Action, as well as the Defendant's financial ability to pay
6 a judgment. Class Counsel is also mindful of and recognize the inherent problems of proof under,
7 and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiffs
8 and Class Counsel have determined that the settlement set forth in the Agreement is in the best
9 interest of the Class Members.

10 24. Here, a number of defenses asserted by Defendant presented serious threats to the
11 claims of the Plaintiffs and the other Class Members. Defendant asserted that the employment
12 practices complied with all applicable Labor laws. As to the overtime claim, Defendant contended
13 that it paid employees for all hours worked and the expense reimbursement check was for expenses
14 and not wages. Defendant also argued that the Supreme Court decision in *Brinker v. Superior*
15 *Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class
16 certifiability as to the meal and rest period claims. If successful, Defendant's defenses could
17 eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these
18 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
19 serious risk to recovery.

20 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
21 be unable to obtain class certification and thereby not recover on behalf of any employees other
22 than themselves. Defendant contended that the arbitration agreements with the members of the
23 class would preclude a class recovery in arbitration under *Stolt-Nielsen S.A. v. AnimalFeeds Int'l*
24 *Corp.*, 130 S.Ct. 1758 (2010). Defendant also argued that variances between employees precluded
25 class certification. While other cases have approved class certification in wage and hour claims,
26 class certification in this action would have been hotly disputed and was by no means a foregone
27 conclusion.

1 26. This settlement is therefore certainly entitled to preliminary approval. Were this
2 case to go to trial, the class representatives and other class members would need to prove to the
3 satisfaction of the Court, among other things, that wages and other damages were owed on a class-
4 wide basis. This was and is a substantial risk.

5 27. Plaintiffs will apply to the Court for service awards in consideration for their service
6 and for the risks undertaken on behalf of the class. (Agreement at ¶ III(B)(1).) Plaintiffs performed
7 their duties admirably by working with Class Counsel. At this stage, the requested Plaintiffs'
8 service award is well within the accepted range of awards for purposes of preliminary approval.
9 *See e.g. Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06,
10 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
11 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service
12 award in overtime class action and a pool of \$100,000.00 in enhancements); *Van Vranken v.*
13 *Atlantic Richfield Co.*, 901 F.Supp. 294, 299-300 (N.D. Cal. 1995) (awarding incentive award of
14 \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 373 (6th Cir.
15 2003); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998). As explained in *Glass*, service awards
16 are routinely awarded to class representatives to compensate the employees for the time and effort
17 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
18 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
19 221862 at *.

20 28. The stage of the proceedings at which this settlement was reached also militates in
21 favor of preliminary approval and ultimately, final approval of the settlement. Class Counsel has
22 conducted a thorough investigation into the facts of the class action. Class Counsel began
23 investigating the Class Members' claims before this action was filed. Class Counsel engaged in a
24 thorough review and analysis of the relevant documents and data with the assistance of an expert.
25 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
26 litigated and settled similar claims in numerous other actions. Accordingly, the agreement to settle
27 did not occur until Class Counsel possessed sufficient information to make an informed judgment
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1 regarding the likelihood of success on the merits and the results that could be obtained through
2 further litigation.

3 29. Based on the foregoing data and their own independent investigation and evaluation,
4 Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the
5 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
6 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
7 asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's
8 counsel also agree that the Agreement is fair and in the best interest of the Class Members. There
9 can be no doubt that Counsel for both parties possessed sufficient information to make an informed
10 judgment regarding the likelihood of success on the merits and the results that could be obtained
11 through further litigation.

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13 Class Certification Issues

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

18 All individuals who worked for Defendant DI Overnite, LLC in California as a
19 driver, messenger, or dispatcher during the time period of May 18, 2012 through
October 10, 2017.

20 (Agreement at ¶ I(B).)

21 The Parties currently estimate that there are about 567 Class Members who collectively worked
22 36,461 workweeks . (Agreement at ¶ III(C)(5).)

23 a. **Numerosity** - Here, the approximately 567 current and former employees
24 that comprise the Class can be identified based on Defendant's records and are sufficiently
25 numerous for class certification.

26 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
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1 questions of law and fact are present, and specifically the common questions of whether
2 Defendant's employment practices were lawful, whether Defendant failed to pay for overtime hours
3 worked, whether Defendant failed to properly provide and/or pay for meal, rest periods and
4 expenses, and whether the Class is entitled to compensation and related penalties.

5 c. **Typicality** - In the instant case, Plaintiffs contend that the typicality
6 requirement is fully satisfied. The Plaintiffs, like every other member of the Class, was employed
7 by Defendant as a driver, messenger, or dispatcher during the Class Period. The Plaintiffs, like
8 every other member of the Class, was subject to the same employment practices concerning hours
9 worked, expense payments, and meal periods. Thus, the claims of the Plaintiffs and the Class
10 Members arise from the same course of conduct by the Defendant, involve the same employment
11 policies, and are based on the same legal theories.

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

22 31. Class Counsel is experienced in prosecuting class action lawsuits and can
23 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
24 experience. We have handled a number of class actions and complex commercial cases and have
25 acted both as counsel and as lead and co-lead counsel in a variety of these matters. We have
26 successfully prosecuted and obtained significant recoveries in numerous class action lawsuits and
27 other lawsuits involving complex issues of law and fact. Class Counsel has been involved as class
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1 counsel in hundreds of class action matters, including many wage and hour class actions. Class
2 Counsel has been found to be adequate counsel by the courts throughout California. A true and
3 correct copy of the resume of my firm is attached hereto as Exhibit #2. We have been approved as
4 experienced class counsel by both state and federal courts in California in contested class
5 certification proceedings. Thus, the adequacy requirement is satisfied.

6 32. The Notice, drafted jointly and agreed upon by the Parties through their respective
7 counsel and to be approved by the Court, includes all relevant information. (See Exhibit "A" to the
8 Agreement.) The Notice will include, among other information: (i) information regarding the
9 Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii) information to
10 the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated
11 settlement payment for each of the Class Members; (v) the amount of attorneys' fees and litigation
12 expenses to be sought; (vi) the amounts of the Plaintiffs' service award requests; (vii) the amount
13 being paid to the LWDA; and (viii) the administration fees to be paid to the Settlement
14 Administrator. The Notice documents will state that the Class members shall have forty-five (45)
15 days from the date that the Notice is mailed to them to request exclusion or to submit an objection.
16 (Agreement at ¶ III(E)(3).) The Class Members shall be given the opportunity to object to the terms
17 of the Agreement and/or the request for attorneys' fees and costs and to participate at the final
18 fairness and approval hearing, in accordance with the instructions set forth in the Notice.
19 (Agreement at ¶ III(E)(3).) Class Members who do not opt out will automatically receive a
20 settlement payment. (Agreement at ¶ III(C)(1).) This notice program was designed to meaningfully
21 reach the Class Members and advises them of all pertinent information concerning the settlement.
22 The mailing and distribution of the Notice satisfies the requirements of due process, and is the best
23 notice practicable under the circumstances and constitutes due and sufficient notice to all persons
24 entitled thereto.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct. Executed this 20th day of November, 2017, at La Jolla, California.

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By: /s/ Norman Blumenthal
Norman B. Blumenthal

EXHIBIT #1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Wesley Phillips, Thomas Harrington, Mario Lopez, and Insinia Lesa (“Plaintiffs”) and defendant DI Overnite, LLC (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

- A. “Action” means the Complaint that was filed in California state court and any amendments thereto, which is currently captioned *Phillips v. DI Overnite, LLC, et al. Case No. 37-2016-00016800-CU-OE-CTL* pending in Superior Court of the State of California, County of San Diego and the demands for arbitration that were filed with the American Arbitration Association and any amendments thereto, which are currently captioned *Wesley Phillips, Thomas Harrington, Mario Lopez, and Insinia Lesa, individuals, on behalf of themselves, and on behalf of all persons similarly situated v. DI Overnite, LLC, Case No. 01-17-0001-3718* pending with American Arbitration Association (the “Action”).
- B. “Class” means all individuals who worked for Defendant DI Overnite, LLC in California as a driver, messenger, or dispatcher during the time period of May 18, 2012 through October 10, 2017 or the date of preliminary approval, if earlier (the “Class Period”).
- C. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal, Nordrehaug & Bhowmik LLP.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their attorneys’ fees and litigation expenses billed in connection with the Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; Defendant’s employee identification number; and the number of workweeks (or dates of employment) that he or she worked for Defendant during the Class Period as a Class Member.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class Action, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

- H. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator appear as set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- I. “Class Period” means the period of time from May 18, 2012 to October 10, 2017, or the date of Preliminary Approval, if earlier.
- J. “Class Representative Service Payment” means the service payment made to each Plaintiff in his capacity as a Class Representative in order to compensate each of them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event they were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs. This payment shall be conditioned upon each Plaintiff providing to the Court a declaration regarding the time, risks, and burdens carried by each of them in this Action and the benefits each provided to counsel and the class throughout the litigation.
- K. “Court” means the San Diego County Superior Court.
- L. “Defendant’s Counsel” means Denise M. Caprioli and Sylvia Havens, McMillion & Hirtensteiner, LLP.
- M. “Effective Settlement Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(O) of this Agreement.
- N. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- O. “Final” means the last of the following dates, as applicable:
1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed 61st day from the date of notice of entry of Judgment.
 3. If Judgment is entered and a timely appeal from the Judgment is filed the date the Judgment is no longer subject to appeal.

- P. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.
- Q. “Gross Settlement Amount” means Four Hundred and Sixty Thousand Dollars (\$460,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments contemplated in this resolution and in this Agreement, including any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages. Defendant’s monetary obligation is limited to the Gross Settlement Amount.
- R. “Judgment” means the Order Confirming Certification of Class Action, Granting Final Approval of Class Action Settlement and Entering Final Judgment entered by the Court in the form evidenced by Exhibit C to this Agreement and incorporated by reference into this Agreement.
- S. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees and Expenses Payment, the payment to the California Labor Workforce Development Agency, and the Settlement Administrator’s fees and expenses.
- T. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- U. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- V. “Payment Schedule” means the schedule the Defendant shall make payments to the Settlement Administrator.
- \$125,000 upon the later of 15 days after the Effective Settlement Date or July 1, 2018;
 - \$330,000 in 33 monthly installments of \$10,000 per month beginning one month after the \$125,000 is paid; and
 - \$5,000 in one installment of \$5,000 due one month after the last \$10,000 installment is paid.

Failure to make any payment when due after notice to cure within 30 days shall cause all remaining amounts then due to become immediately due and payable, less any amounts paid up to and including the date of default.

- W. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change as set forth in Exhibit B to this Agreement and incorporated by this reference herein.
- X. “Released Parties” means Defendant together with Defendant’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, administrators, consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them.
- Y. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- Z. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- AA. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On May 18, 2016 Plaintiff Phillips filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff Phillips asserted claims that Defendant:
1. Violated the California Business and Professions Code §17200 *et seq.*;
 2. Failed to pay overtime wages in violation of California Labor Codes §510 *et seq.*, 1194 and 1198 *et seq.*;
 3. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and
 4. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 & 203.
- B. On June 29, 2016, Plaintiff Phillips filed a First Amended Complaint adding a claim under the Private Attorney General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA”).

- C. On January 27, 2017, the Court granted the Defendant's motion to compel arbitration of all claims alleged in the Action.
- D. On or around March 6, 2017, Plaintiffs Wesley Phillips, Thomas Harrington, Mario Lopez, and Insinia Lesa filed Demands for Arbitration adding a claim for Defendant's failure to reimburse employees for required expenses in violation of California Labor Code § 2802.
- E. On April 20, 2017, Defendant filed an answer to claims asserting 30 affirmative defenses.
- F. On December 12, 2016, the Parties participated in an all-day mediation presided over by Judge William C. Pate (Ret.), a respected mediator of wage and hour class actions. During the mediation, each side, represented by its respective counsel, were unable to agree to settle the Action. As a result, the mediator made a mediator's proposal which was accepted by the Parties in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Four Hundred Sixty Thousand Dollars (\$460,000). This amount is all-inclusive of all payments contemplated in this resolution, including any employer-side payroll taxes on the portion of the Settlement Shares if any allocated to wages. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the

following payments out of the Gross Settlement Amount within 10 days of the Effective Date and receipt of sufficient funds from Defendant pursuant to the Payment Schedule on a prorated basis in four installments of \$115,000 each:

1. **To Plaintiffs:** In addition to their Settlement Share, the Plaintiffs will apply to the Court for an award of not more than \$5,000 each as their Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment of no more than \$5,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$5,000 for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiffs with respect to the payment. To receive these payments the Plaintiffs must provide a 1542 waiver and a general release of all claims.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than \$115,000 (25% of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$10,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment provided that documentation of all of Class Counsel's expenses is provided to Defendant's counsel and that the expenses are approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than \$115,000 and \$10,000, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than \$115,000 or \$10,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel's fees and costs shall be made to Blumenthal, Nordrehaug & Bhowmik LLP by the Settlement Administrator in accordance with this Agreement.
3. **To LWDA.** The Parties will seek approval from the Court for a PAGA payment out of the Gross Settlement Amount of \$10,000, which shall be allocated \$7,500 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$2,500 to the Net Settlement Amount for

distribution to the Participating Class Members. If the Court approves a PAGA Payment of less than \$10,000 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$15,000. To the extent the fees and expenses that are documented and approved by the Court are less than \$15,000 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the class period and (b) multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. Workweeks shall be calculated by counting the number of days worked between each Class Member's first day of work during the Class Period and last day of work during the Class Period in a defined class job and dividing the sum by 7.
3. **Withholding.**
 - a. One-Third (33 1/3%) of each Participating Class Member's Settlement Share 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 and shall be paid for from the Gross Settlement Amount.
 - b. Two-Thirds (66 2/3%) of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their election not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 5. **Class Size Modification** Defendant has estimated that the class consists of a total of 567 Class Members who collectively worked 36,461 workweeks during the Class Period. Defendant will provide a declaration under oath as to the number of workweeks and members of the Class during the Class Period prior to the filing of the motion for preliminary approval and the settlement amount will increase proportionally if the workweeks are more than 10% of 36,461.
- D. **Appointment of Settlement Administrator.** After obtaining a not-to-exceed quote from a mutually acceptable and qualified settlement administrator, the Parties will ask the Court to appoint Simpluris, as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; 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 Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities in accordance with applicable law. The Settlement Administrator shall establish a settlement fund that meets the

requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, or other documents necessary to implement the Settlement will be referred to the mediator, Judge William C. Pate (Ret.) for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Conditional Certification of Class and Preliminary Approval of Settlement; Approving Class Notice; Appointing Settlement Administrator; and Scheduling Final Approval Hearing substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve all material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Settlement will at either party’s option be null and void and the Parties will have no further obligations under it.

2. Notice to Class Members. After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and showing the Class Member’s Class as follows:

- a. No later than 14 days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member’s Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be

submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration, and shall not be used for any other purpose by Class Counsel.

- b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

- e. Not later than 10 days before the date by which the Plaintiffs file their motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Pay Periods allocated to Class Members; Objections to Class Counsel Fees and Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsels' Fees and Expenses Payment. Class Member may also submit Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement and Disputes as to Pay Periods.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Claims Administrator with copies to the Parties Counsel, not later than 45 days after the Settlement Administrator mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. A Participating Class Member who does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

Each Class Member shall also have 45 days from the date of mailing the Class Notice Packet in which to dispute the number or pay periods the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

- b. **Objections to Class Counsel Fees and Expense Payment.** Unless otherwise ordered by the Court, Class Counsel shall file their application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than the date the motion for final approval is to be filed, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

The Class Notice will provide that Participating Class Members who wish to object to the Class Counsel's Fees and Expense Payment must submit to the Claims Administrator with copies to Parties Counsel not later than 45 days after the Settlement Administrator mails the Class Notice Packets, written objection to the fees and costs setting forth the grounds for the objection. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel Fees and Expense Payment. Non-Participating Class Members shall have no ability to object to Class Counsel Fees and Expense Payment.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in the Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be

bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **Right of Defendant to Reject Settlement.** If three percent (3%) or more Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void not later than seven (7) days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.
5. **No Solicitation of Objection or Election Not to Participate or Right to File Separate Actions.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. From the date of Preliminary Approval through the date of the final approval hearing, Class Members, including the named Plaintiffs, who do not exclude themselves from the Class shall be prohibited from initiating any lawsuit or other legal proceeding regarding any of the Released Claims as defined in this Agreement.
6. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the Court their application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date Plaintiffs file their Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than 16 court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses.

- c. If any opposition is filed, then not later than seven days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses; and Plaintiffs and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the settlement at either Party's option will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement, except that the Party voiding the settlement will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement becomes null and void under this paragraph. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become nonappealable at the time it is

entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then either Plaintiffs or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing Court, and the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount according to the Payment Schedule. After the Effective Date and receipt of sufficient funds from Defendant pursuant to the Payment Schedule on a prorated basis in four installments of \$115,000 each, the Settlement Administrator will make prorated distributions to Participating Class Members their Settlement Shares; to Plaintiffs their Class Representative Service Payments; to Class Counsel their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA their LWDA Payment; and to the Settlement Administrator, its reasonable fees and expenses.
10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If Participating Class Member's Settlement Share check is not

cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a letter informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the DIR Unpaid Wage Fund in the name of the Participating Class Member and the Participating Class Member will remain bound by the Settlement.

11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon entry of final judgment, Plaintiffs and the Participating Class Members release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all claims alleged in the operative complaint and the arbitration demands, or that could have been raised based on the facts of the complaint and arbitration demands whether or not pleaded in the complaint or arbitration demands which occurred during the Class Period which includes, but is not limited to, any and all claims, actions, or causes of action for penalties, injunctive relief, attorneys' fees, costs and unpaid wages under, *inter alia*, the applicable Industrial Welfare Commission Wage Orders, the California Code of Regulations, the Labor Code, including sections 200, 201, 202, 203, 204, 218.5, 226, 226.7, 256, 510, *et seq.*, 512, 515, 558, 1194, 1198, 2802 and 2698, Business and Professions Code sections 17200, *et seq.*, and Code of Civil Procedure section 1021.5; except that claims—for wrongful termination, unemployment insurance, disability insurance, social security, and workers' compensation, and claims outside of the Class Period shall not be released. All Participating Class Members expressly waive any rights or benefits available to them under the provisions of the California Civil Code section 1542 related to the Released Claims, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

All Participating Class Members understand fully the statutory language of California Civil Code section 1542, and with this understanding, nevertheless elect to, and do, assume all risks for claims that have arisen or that may arise in the future, whether known or unknown, from the subject of this release, and specifically waive all rights they may have under California Civil Code section 1542.

2. **Plaintiffs.** As of the date the Settlement becomes Final, Plaintiffs and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, any other person or entity claiming through them, hereby fully and finally release Defendant and the other Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to their employment with Defendant (“Plaintiffs’ Released Claims”). This release excludes only the release of claims not permitted by law.

3. **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiffs’ Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs’ Released Claims, those claims will remain released and forever barred. Therefore, with respect to those Released Class Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

4. **Class Counsel.** As of the date the Settlement becomes Final, and except as otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys’ fees and expenses against Defendant arising from or related to the Action.

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and

Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

- H. **Limitation on Public Statements About Settlement.** Plaintiffs and Class Counsel represent that they have not and will not issue any press or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval.

I. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of the claims was non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other beneficiary of the releases granted under this Agreement (the “Released Parties”), including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further

proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Mediator Judge William C. Pate (Ret.) for resolution.
4. **No Prior Assignments:** The Parties represent, covenant 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 in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute 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.

6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any 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.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the substantive laws of the State of California and procedural laws of the United States of America, without giving effect to any conflict of law principles or choice of law principles.
9. **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.
10. **Fair Settlement.** The Parties and their respective 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, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter 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. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **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. **Notice.** All notices, demands or other communications given under 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, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal, Nordrehaug & Bhowmik 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:

Denise M. Caprioli
Sylvia Havens
McMILLION & HIRTENSTEINER, LLP
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
Telephone: (213) 785-8980
Facsimile: (866) 707-0282
Email: dmc@mchirtlaw.com
seh@mchirtlaw.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by electronic signature, facsimile 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 provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: October ____ 2017 Wesley Phillips

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal, Nordrehaug & Bhowmik 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:

Denise M. Caprioli
Sylvia Havens
McMILLION & HIRTENSTEINER, LLP
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
Telephone: (213) 785-8980
Facsimile: (866) 707-0282
Email: dmc@mchirtlaw.com
jan@mchirtlaw.com
seh@mchirtlaw.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by electronic signature, facsimile 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 provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: September 2017 Wesley Phillips

DATED: October 5th 2017

Dated: ^{Oct}September 5 2017 Thomas Harrington

Thomas Harrington
10/5/2017

Dated: September ____ 2017 Mario Lopez

Dated: September ____ 2017 Insinia Lesa

Dated: September ____ 2017 DI Overnite, LLC

By: _____

Dated: September __ 2017 BLUMENTHAL, NORDREHAUG & BHOWMIK
LLP

By: _____

Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: September ____ 2017 McMILLION & HIRTENSTEINER, LLP

By: _____

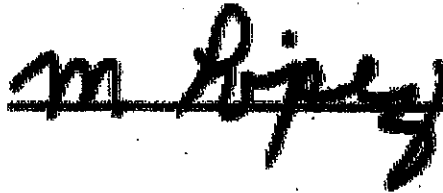
Denise M. Caprioli
Sylvia Havens
Attorneys for Defendant

Dated: September____, 2017

Thomas Harrington

Dated: September^{10/5}____, 2017

Mario Lopez



Dated: September____, 2017

Insinia Leza

Dated: September____, 2017

DI Overton, LLC

By: _____

Dated: September____, 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK
LLP

By: _____

Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: September____, 2017

McMILLION & HIRTENSTEINER, LLP

By: _____

Daniel M. Caprioli
Sylvia Havens
Attorneys for Defendant

Dated: September ____ 2017 Thomas Harrington

Dated: September ____ 2017 Mario Lopez

Dated: September 30 2017 Insinia Lesa

Insinia Lesa

Dated: September ____ 2017 DI Overnite, LLC

By: _____

Dated: September ____ 2017 BLUMENTHAL, NORDREHAUG & BHOWMIK
LLP

By: _____

Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: September ____ 2017 McMILLION & HIRTENSTEINER, LLP

By: _____

Denise M. Caprioli
Sylvia Havens
Attorneys for Defendant

Dated: September____ 2017 Thomas Harrington

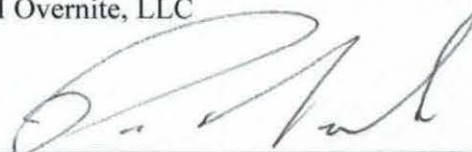
Dated: September____ 2017 Mario Lopez

Dated: September____ 2017 Insinia Lesa

October
Dated: ~~September~~____ 2017

DI Overnite, LLC

By: _____



Dated: September__ 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK
LLP

By: _____

Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: September____ 2017

McMILLION & HIRTENSTEINER, LLP

By: _____

Denise M. Caprioli
Sylvia Havens
Attorneys for Defendant

Dated: September__ 2017 Thomas Harrington

Dated: September__ 2017 Mario Lopez

Dated: September__ 2017 Insinia Lesa

Dated: September__ 2017 DI Overnite, LLC

By: _____

October 5
Dated: September__ 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK
LLP

By: _____


Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: September__ 2017 McMILLION & HIRTENSTEINER, LLP

By: _____

Denise M. Caprioli
Sylvia Havens
Attorneys for Defendant

Dated: September____ 2017 Thomas Harrington

Dated: September____ 2017 Mario Lopez

Dated: September____ 2017 Insinia Lesa

Dated: September____ 2017 DI Overnite, LLC

By: _____

Dated: September__ 2017 BLUMENTHAL, NORDREHAUG & BHOWMIK
LLP

By: _____

Norman B. Blumenthal
Attorneys for Plaintiffs

October
Dated: ~~September~~ 12, 2017 McMILLION & HIRTENSTEINER, LLP

By: _____



Denise M. Caprioli
Sylvia Havens
Attorneys for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, CONDITIONAL
CERTIFICATION OF SETTLEMENT CLASS, PRELIMINARY APPROVAL OF
SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL]

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**
(Phillips v. DI Overnite, LLC, et al., San Diego Superior Court Case No. 37-2016-00016800)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you are a member of the Class, you will automatically receive a payment if you do not exclude yourself. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a letter to the Settlement Administrator as provided below on or before <<[REDACTED]>>. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	Write to the Court about why you do not like the settlement. Directions are provided below. Written objections must be submitted by <<[REDACTED]>>.

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit filed in the Superior Court of the State of California, in and for the County of San Diego (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

You have received this Class Notice because you have been identified as a member of the Class which is defined as:

All individuals who worked for Defendant DI Overnite, LLC in California as a driver, messenger, or dispatcher during the time period of May 18, 2012 through October 10, 2017.

The “Class Period” is the period of time from May 18, 2012 through October 10, 2017.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 18, 2016 Plaintiff Phillips filed a Complaint against Defendant DI Overnite, LLC (“Defendant”) in the Superior Court of the State of California, County of San Diego, Case No. 37-2016-00016800 (the “Action”). On June 29, 2016, Plaintiff Phillips filed a First Amended Complaint adding a claim under the Private Attorney General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA”).

On January 27, 2017, the Court granted the Defendant’s motion to compel arbitration of all claims alleged in the

Action. On March 6, 2017, Plaintiffs Wesley Phillips, Thomas Harrington, Mario Lopez, and Insinia Lesa filed Demands for Arbitration adding a claim for Defendant's failure to reimburse employees for required expenses in violation of California Labor Code § 2802. The Action alleges the following claims and violations against Defendant: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq.; (2) failure to pay overtime wages under the Cal. Labor Code §§ 1194 and 1198; (3) failure to provide accurate itemized wage statements in violation of Cal. Labor Code § 226; (4) failure to timely pay all wages due in violation of Cal. Labor Code §§ 201, 202, and 203; (5) failure to reimburse for all business-related expenses in violation of Cal. Labor Code § 2802; and (6) violation of the Private Attorneys General Act of 2004 (i.e., California Labor Code § 2698 et seq.).

Defendant denies that it violated the law in any way, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that the Defendant admits any fault, guilt, negligence, wrongdoing or liability whatsoever. The Court has made no findings regarding the above claims.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiffs Wesley Phillips, Thomas Harrington, Mario Lopez, and Insinia Lesa ("Plaintiffs") to serve as the Class Representatives, and the law firm Blumenthal, Nordrehaug & Bhowmik to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Payment. Defendants have agreed to pay Four Hundred Sixty Thousand Dollars (\$460,000) (called the "Gross Settlement Amount") to fully resolve the claims in the Action. The Gross Settlement Amount includes all payments to Participating Class Members, the Class Representative Service Payments, all attorneys' fees, costs and expenses of Class Counsel awarded by the Court, the civil penalty payment to the LWDA in connection with PAGA, and any employer-side taxes on the portion of the Settlement allocated to wages. No amount of the Gross Settlement Amount will revert to Defendant for any reason.

Defendant shall fund the Gross Settlement Amount according to the Payment Schedule. The Payment Schedule is as follows: (i) \$125,000 upon the later of 15 days after the Effective Settlement Date or July 1, 2018; (ii) \$330,000 in 33 monthly installments of \$10,000 per month beginning one month after the \$125,000 is paid; and (iii) \$5,000 in one installment of \$5,000 due one month after the last \$10,000 installment is paid. Upon receipt of sufficient funds from Defendant pursuant to the Payment Schedule, on a prorated basis in four installments of \$115,000 each, the Settlement Administrator will make prorated distributions of Settlement Shares to the Participating Class Members.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval:

- Settlement Administration. Payment to the Settlement Administrator, estimated to be \$15,000, for the expense of notifying the Class Members of the Settlement, processing opt outs submitted by Class Members, and distributing settlement payments.
- Attorneys' Fees, Expenses, and Costs. Payment to Court-approved Class Counsel of reasonable attorneys' fees not to exceed \$115,000 (25% of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$10,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- Class Representative Service Payments. A service award not to exceed \$5,000 to each of the Plaintiffs to compensate them for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payments Plaintiffs are otherwise entitled to as a Participating Class Member.
- LWDA Payment. A civil penalty payment of \$7,500 to the California Labor Workforce Development Agency's share of civil penalties under PAGA.

Calculation of Class Member Settlement Shares. After the above payments are subtracted from the Gross Settlement Amount, the remaining amount will be used to make settlement payments to Participating Class Members (the "Net Settlement Amount"). "Participating Class Member" means a Class Member who does **not** timely submit a valid Election Not to Participate in Settlement.

A Participating Class Member's Settlement Share will be calculated by ((a) dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the class period and (b) multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period.

Class Members who do not opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement. **If you do nothing, you will be deemed a Participating Class Member, settlement checks will automatically be mailed to you, and you will release all claims you may have related to the allegations in the case,** as described below.

Tax Matters. For the purpose of calculating applicable taxes, One-Third (33 1/3%) of each Participating Class Member's Settlement Share 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 and shall be paid for from the **Gross** Settlement Amount. Two-Thirds (66 2/3%) of each Participating Class Member's Settlement Share is in settlement of claims for expenses, interest and penalties allegedly due to employees (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. Settlement Class Members shall be exclusively liable for any employee's share of tax liability, if any. Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Claims Released by the Settlement. Upon entry of final judgment, Plaintiffs and the Participating Class Members release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all claims alleged in the operative complaint and the arbitration demands, or that could have been raised based on the facts of the complaint and arbitration demands whether or not pleaded in the complaint or arbitration demands which occurred during the Class Period which includes, but is not limited to, any and all claims, actions, or causes of action for penalties, injunctive relief, attorneys' fees, costs and unpaid wages under, inter alia, the applicable Industrial Welfare Commission Wage Orders, the California Code of Regulations, the Labor Code, including sections 200, 201, 202, 203, 204, 218.5, 226, 226.7, 256, 510, et seq., 512, 515, 558, 1194, 1198, 2802 and 2698, Business and Professions Code sections 17200, et seq., and Code of Civil Procedure section 1021.5; except that claims for wrongful termination, unemployment insurance, disability insurance, social security, and workers' compensation, and claims outside of the Class Period shall not be released. All Participating Class Members expressly waive any rights or benefits available to them under the provisions of the California Civil Code section 1542 related to the Released Claims, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order and judgment at or following a final approval hearing on the Settlement.

4. How much will my payment be?

Defendant's records reflect that you have <<____>> weeks worked during the Class Period.

Based on this information, your estimated Settlement Share is calculated to be <<\$____>>.

If you wish to challenge the information stated immediately above, then you must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided in this Class Notice no later than forty-five (45) calendar days after the postmark date of this Class Notice.

5. How can I get a payment?

To receive a payment under this Settlement, you **do not have to do anything**. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris, _____, (800) _____.

The Court will hold a hearing on (date) to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, the first payment will be mailed in July 2018, with additional payments mailed in the following years. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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 Settlement or "opt out." **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** To opt out, you must submit a written request to the Settlement Administrator that states "I do not want to be part of the settlement class in the *Phillips v. DI Overnite* class action." This Election Not to Participate in Settlement must be signed, state the Class Member's name and address, and be postmarked no later than _____. Written requests for exclusion that are postmarked after _____, or are unsigned by the Class Member, will be rejected, and those Class Members will remain bound by the Settlement and the release described above. A Class Member who properly and timely submits an Election Not to Participate in Settlement will not be bound by the Settlement **and will not receive a Settlement Share**.

7. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, dates of employment with Defendant, and describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. The objections must be submitted to the Settlement Administrator and to Class Counsel and counsel for Defendant at the below addresses on or before _____. All written objections or other correspondence must also state the name and number of the case, which is *Phillips v. DI Overnite*, in the Superior Court of the State of California, County of San Diego, Case No. 37-2016-00016800. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Class Members who mail timely notices of objection, and which indicate the Class Member wishes to be heard at the final approval hearing, will have a right to appear, either in person or through their own attorney at their

expense, at the final approval hearing and have their objections heard by the Court.

The address for the Settlement Administrator is

Phillips v. DI Overnite Settlement Administrator

c/o _____

Phone: _____

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Blumenthal, Nordrehaug & Bhowmik
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendants:

Denise M. Caprioli
Sylvia Havens
McMILLION & HIRTENSTEINER, LLP
One Pacific Plaza
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647

8. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the San Diego County Superior Court in Department 68, located at 330 West Broadway, San Diego, California 92101. 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. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

9. How do I get more information?

You may call the Settlement Administrator at **(800) _____** or write to *Phillips v. DI Overnite* Settlement Administrator, c/o _____; or contact Class Counsel at 1-858-551-1223.

You may receive a copy of the Settlement, the Final Judgment or other settlement documents by writing to Blumenthal, Nordrehaug & Bhowmik, 2255 Calle Clara, La Jolla, CA 92037 or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Phillips v. DI Overnite*. You may also get more details by examining the documents in the court's file at <http://www.sdccourt.ca.gov/> and entering the Case No. 37-2016-00016800.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must keep the Settlement Administrator aware of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct such unclaimed funds to the California DIR Unpaid Wage Fund in the name of the Participating Class Member who failed to cash the check. If your check

is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT]

BLUMENTHAL, NORDREHAUG & BHOWMIK

Norman B. Blumenthal (State Bar No. 068687)

norm@bamlawlj.com

Kyle R. Nordrehaug (State Bar No. 205975)

kyle@bamlawlj.com

2255 Calle Clara

La Jolla, California 92037

Telephone: (858) 551-1223/Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

WESLEY PHILLIPS, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiffs,

v.

DI OVERNITE LLC, a Limited Liability
Company; and Does 1 through 50,
Inclusive,

Defendant.

Case No. **37-2016-00016800-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____

Hearing Time: _____

Judge: Hon. Judith F. Hayes
Dept.: 68

Date Action Filed: May 18, 2016
Trial Date: None Set

This matter, having come before the Superior Court of the State of California, in and for the County of San Diego, at ____ a.m./p.m. on [DATE], with Blumenthal, Nordrehaug & Bhowmik appearing as counsel for Plaintiffs Wesley Phillips, Thomas Harrington, Mario Lopez, and Insinia Lesa ("Plaintiffs"), individually and on behalf of the putative class, and McMillion & Hirtensteiner, LLP appearing as counsel for Defendant DI Overnite, LLC ("Defendant"). The Court, having carefully considered the briefs, argument of counsel and all matters presented to

PRELIMINARY APPROVAL ORDER

the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action Settlement Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Norman Blumenthal in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the Court’s determination that the terms within the Agreement are within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of Court.

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

3. It appears to the Court on a preliminary basis that the Gross Settlement Amount of \$460,000 and the terms of the Settlement are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to certification, liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations.

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

1 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
2 certification of a class for settlement purposes only. This stipulation will not be deemed
3 admissible in this or any other proceeding should this Settlement not become final. For
4 settlement purposes only, the Court conditionally certifies the following Class: “individuals who
5 worked for Defendant DI Overnite, LLC in California as a driver, messenger, or dispatcher
6 during the time period of May 18, 2012 through October 10, 2017 (the “Class Period”).”

7 6. The Court concludes that, for settlement purposes only, the Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that:
9 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
10 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
11 community of interest amongst the members of the Class with respect to the subject matter of the
12 litigation; (c) the claims of the named plaintiffs are typical of the claims of the members of the
13 Class; (d) the Class Representatives will fairly and adequately protect the interests of the
14 members of the Class; (e) a class action is superior to other available methods for the efficient
15 adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the
16 Class Representatives in their individual capacities and as the representatives of the Class.

17 7. The Court provisionally appoints Plaintiffs as the Class Representatives for the
18 Class.

19 8. The Court provisionally appoints Blumenthal, Nordrehaug & Bhowmik as class
20 counsel for the Class ("Class Counsel").

21 9. The Court hereby approves, as to form and content, the Class Notice attached to
22 the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
23 accurately inform the Class Members of all material elements of the proposed Settlement, of the
24 Class Members’ right to be excluded from the Class by submitting a written opt-out request, and
25 of each Class Members’ right and opportunity to object to the Settlement. The Court further
26 finds that the distribution of the Class Notice substantially in the manner and form set forth in the
27 Agreement and this Order meets the requirements of due process, is the best notice practicable
28

1 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
2 thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the
3 terms set forth in the Agreement.

4 10. The Court hereby appoints Simpluris as Settlement Administrator.

5 11. The Court hereby preliminarily approves the proposed procedure for exclusion
6 from the Settlement. Any Class Member may choose to opt out of and be excluded from the
7 Class as provided in the Class Notice by following the instructions for requesting exclusion from
8 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or
9 received by the deadline set forth in the Class Notice. Any such person who chooses to opt out
10 of and be excluded from the Class will not be entitled to any recovery under the Settlement and
11 will not be bound by the Settlement or have any right to object, appeal or comment thereon.
12 Class Members who have not requested exclusion will become Participating Class Members,
13 will be mailed their Settlement Share, and will be bound by all determinations of the Court, the
14 Agreement and Judgment.

15 12. A final approval hearing shall be held before this Court on _____
16 _____ at _____ in Department 68 of the San Diego County Superior
17 Court, to determine all necessary matters concerning the Settlement, including: whether the
18 proposed settlement of the Litigation on the terms and conditions provided for in the Agreement
19 is fair, adequate and reasonable and should be finally approved by the Court; whether an Order
20 Granting Final Approval and Judgment should be entered herein; whether the plan of allocation
21 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
22 Members; and to finally approve Class Counsel's fees and litigation costs, Plaintiffs' service
23 awards, and the claims administration expenses.

24 13. No Class Member shall be entitled to be heard at the final approval hearing
25 (whether individually or through separate counsel) or to object to the Settlement, and no written
26 objections or briefs submitted by any Class Member shall be received or considered by the
27 Superior Court at the final approval hearing, unless written notice of the Class Member's
28

intention to appear at the final approval hearing were timely submitted as provided in the Class Notice. Class Members who fail to timely submit written objections in the manner specified in the Notice shall be deemed to have waived any objections and shall be foreclosed from making any written objection to the Settlement.

14. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

15. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement.

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

Dated: _____

HON. JUDITH F. HAYES
JUDGE, SUPERIOR COURT OF CALIFORNIA

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
JUDGMENT]

1 **BLUMENTHAL, NORDREHAUG & BHOWMIK**

Norman B. Blumenthal (State Bar No. 068687)

2 norm@bamlawlj.com

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5 Website: www.bamlawca.com

6 Attorneys for Plaintiffs

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

9 **COUNTY OF SAN DIEGO**

10
11 WESLEY PHILLIPS, an individual, on behalf
12 of himself and on behalf of all persons
13 similarly situated,

14 Plaintiff,

15 v.

16 DI OVERNITE LLC, a Limited Liability
Company; and Does 1 through 50, Inclusive,

17 Defendant.

Case No. **37-2016-00016800-CU-OE-CTL**

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

Hearing Date: _____

Hearing Time: _____

Judge: Hon. Judith F. Hayes
Dept.: 68

Date Action Filed: May 18, 2016

Trial Date: None Set

18
19
20
21 Plaintiffs' motion for an order finally approving the Class Action Settlement
22 Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards
23 duly came on for hearing on _____ before the above entitled Court.

24 Blumenthal, Nordrehaug & Bhowmik appeared on behalf of Plaintiffs Wesley Phillips, Thomas
25 Harrington, Mario Lopez, and Insinia Lesa ("Plaintiffs"). McMillion & Hirtensteiner, LLP
26 appearing as counsel for Defendant DI Overnite, LLC ("Defendant"). The Court, having
27 considered the papers submitted in support of the motions, **HEREBY ORDERS THE**

28 **FOLLOWING:**

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 Class Action Settlement Agreement ("Agreement").

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2016-00016800, entitled *Phillips v. DI Overnite LLC, et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On _____, the Court granted preliminary approval of a class-wide settlement. At this same time the Court approved certification of a provisional settlement class for settlement purposes only. The Court hereby confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to the Class Members at their last known addresses on or about _____. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The deadline for opting out or objecting was _____. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. ____ Class Members opted out, and ____ Class Members objected.

[Describe and opt outs or objections]

Fairness of the Settlement

1 6. The Settlement is entitled to a presumption of fairness. (*Dunk v. Ford*
2 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

3 a. The Parties' settlement was reached through arm's-length bargaining
4 between the parties. There has been no collusion between the parties in reaching the proposed
5 settlement.

6 b. The Parties' investigation and discovery have been sufficient to
7 allow the court and counsel to act intelligently.

8 c. Counsel for the Plaintiffs are experienced in similar employment
9 class action litigation and have previously settled similar class claims on behalf of employees
10 claiming wage and hour violations. All counsel recommended approval of the Settlement.

11 d. The percentage of objectors and requests for exclusion is small. ____
12 objections were received. ____ requests for exclusion were received.

13 e. The participation rate was high. ____ Class Members will be
14 mailed a check for their Settlement Share, which represents ____% of the Class.

15 7. The Gross Settlement Amount to be paid by Defendant pursuant to the
16 Settlement equals Four Hundred Sixty Thousand Dollars (\$460,000). The consideration to be
17 given to the Class Members under the terms of the Settlement is fair, reasonable and adequate
18 considering the strengths and weaknesses of the claims asserted in this action and is fair,
19 reasonable and adequate compensation for the Settlement of this action and release of the Released
20 Class Claims, given the uncertainties and risks of the litigation and the delays which would ensue
21 from continued prosecution of the action.

22 8. The Settlement is approved as fair, adequate and reasonable and in the best
23 interests of the Class Members.

24 **Attorneys' Fees**

25 9. The Agreement provides for an award of up to 25% of the Gross Settlement
26 Amount to Class Counsel as attorneys' fees in this action, subject to the Court's approval. The
27 Agreement also provides for an award of their actual litigation costs not to exceed \$10,000.
28

(Agreement at ¶ III(B)(2).) Class Counsel requests an award of \$_____ as reimbursement for litigation costs, and \$115,000 for attorneys' fees.

10. An award of \$115,000 for attorneys' fees and \$_____ for litigation costs is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents twenty-five percent (25%) of the common fund, which is reasonable and on the low end of the benchmark for fee awards in common fund cases.

Service Award

11. The Agreement provides for a service award of up to \$5,000.00 each as the Class Representative Service Payments to the Plaintiffs, subject to the Court's approval. (Agreement at ¶ III(B)(1).) The amount of the payment is reasonable in light of the risks and burdens undertaken by the Plaintiffs in the Action.

Settlement Administration Expenses

12. The Agreement provides for settlement administration expenses in an amount not to exceed \$15,000. (Agreement at ¶ III(B)(4).) The Declaration of the Settlement Administrator provides that the actual settlement administration expenses were \$_____. The amount of payment is reasonable in light of the work performed by the Settlement Administrator.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The certification of the Class is confirmed for the purposes of settlement only. The Class is hereby defined to include: "All individuals who worked for Defendant DI Overnite, LLC in California as a driver, messenger, or dispatcher during the time period of May 18, 2012 through October 10, 2017."

2. Excluded from the Class are only those members of the Class who have submitted valid and timely requests for exclusion. [<<Identify any exclusions>>]

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. In consideration for settlement and a release of all Released Class Claims of the Participating Class Members, each Class Member who did not timely request exclusion (“Participating Class Member”) will receive a Settlement Share from the Net Settlement Amount in accordance with the Agreement.

4. Class Counsel are awarded attorneys’ fees in the amount of \$115,000 and litigation costs in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

5. The payment of a service award to the Plaintiffs in the amount of \$5,000 each for the Plaintiffs is approved.

6. The payment of \$_____ to the Settlement Administrator for Administration Costs is approved.

7. The PAGA payment of \$10,000, to be allocated 25% allocated to Class Members as part of the Net Settlement Value, and 75% to the Labor and Workforce Development Agency, is approved.

8. As of the date of this Final Approval Order and Judgment, except as to such rights or claims that may be created by the Settlement, each and every “Released Class Claim” of each Participating Class Member is and shall be deemed to be conclusively released as against the Released Parties. The “Released Class Claims” are defined as: “all claims alleged in the operative complaint and the arbitration demands, or that could have been raised based on the facts of the complaint and arbitration demands whether or not pleaded in the complaint or arbitration demands which occurred during the Class Period which includes, but is not limited to, any and all claims, actions, or causes of action for penalties, injunctive relief, attorneys’ fees, costs and unpaid wages under, *inter alia*, the applicable Industrial Welfare Commission Wage Orders, the California Code of Regulations, the Labor Code, including sections 200, 201, 202, 203, 204, 218.5, 226, 226.7, 256, 510, *et seq.*, 512, 515, 558, 1194, 1198, 2802 and 2698, Business and Professions Code

1 sections 17200, *et seq.*, and Code of Civil Procedure section 1021.5; except that claims for
2 wrongful termination, unemployment insurance, disability insurance, social security, and workers'
3 compensation, and claims outside of the Class Period shall not be released."

4 9. The Agreement is not an admission by Defendant, nor is this Final
5 Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing by
6 Defendant. Neither this Final Approval Order and Final Judgment, the Agreement, nor any
7 document referred to herein, nor any action taken to carry out the Settlement is, may be construed
8 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
9 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
10 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
11 admission or concession with regard to the denials or defenses by Defendant and shall not be
12 offered in evidence in any action or proceeding against Defendant in any court, administrative
13 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
14 Final Approval Order and Final Judgment, the Agreement, or any related agreement or release.
15 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
16 this Final Approval Order and Final Judgment, the Agreement, or any other papers and records on
17 file in the Action as evidence of the Settlement to support a defense of res judicata, collateral
18 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims
19 being released by the Settlement.

20 10. Notice of entry of this Final Approval Order and Judgment shall be given
21 by Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send
22 notice of entry of this Final Approval Order and Judgment to individual Class Members. The
23 Final Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the
24 Notice. The time for any appeal shall run from service of notice of entry of the Final Approval
25 Order and Judgment by Class Counsel on Defendant.

26 11. If the Settlement does not become final and effective in accordance with the
27 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
28 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Final

1 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
2 be vacated.

3
4 **III.**

5 **JUDGMENT**

6 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

7 1. Judgment is hereby entered whereby Plaintiffs and all Participating Class
8 Members shall take nothing from Defendant except as expressly set forth in the Agreement and
9 this Final Approval Order and Judgment.

10 2. Without affecting the finality of the Final Approval Order and Judgment in
11 any way, and pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
12 jurisdiction to construe, interpret, implement, and enforce the Stipulation, to hear and resolve any
13 contested challenge to a claim for Settlement benefits, and to supervise and adjudicate any dispute
14 arising from or in connection with the distribution of Settlement benefits.

15 3. Each Party shall bear its own attorneys' fees and costs, except as otherwise
16 provided in the Settlement and the Final Approval Order and Judgment.

17 4. Each Participating Class Member has released all Released Class Claims
18 against the Defendant and all of the Released Parties.

19 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
20 **ENTERED ACCORDINGLY.**

21
22
23 Dated: _____

24 Hon. Judith F. Hayes
25 Judge, Superior Court for the State of California
26 County of San Diego
27
28

EXHIBIT #2

Blumenthal, Nordrehaug & Bhowmik, LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner

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. President and Chairman of the Board, San Diego Petroleum Club Inc., 1985-1986. Chief Operating Officer and General Counsel, Brumark Corporation, 1980-1987. 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-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)

Kyle R. Nordrehaug

Partner

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-present

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

Aparajit Bhowmik

Partner

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)

Awards: Rising Star 2015

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)

Nicholas J. De Blouw

Associate Attorney

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)

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Molly A. Desario

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2004, California; 2002, Maryland

Educated: University of Cincinnati (B.A. 1999); Northeastern University School of Law (J.D. 2002)

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)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015); Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015); Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015); 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).

LEAD COUNSEL - CLASS ACTION & REPRESENTATIVE CASES

Sakkab v. Luxxotica Retail North America – In Litigation, On Appeal
United states District Court, Southern District of California; U.S. Court of Appeals 9th Circuit
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.

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425, (9th Cir. 2015).

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations, Filed January 2012

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Securitas Wage and Hour Cases - In Litigation, Court of Appeal Fourth Appellate District California

Court of Appeals concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the court then ruled the trial court erred by invalidating and severing the waiver provision, including an enforceable class action waiver, from the agreement and sending Edwards's entire complaint, including her class action and PAGA claims, to arbitration.

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109, (Cal. Feb. 27, 2015).

Los Angeles County Superior Court, JCC Proceeding No. 4837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations, Filed December 2013

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Sussex v. Turnberry / MGM Grand Towers - In Litigation, U.S. Court of Appeals 9th Circuit
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).

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015).

U.S. District Court, District of Nevada, Case No. 08-cv-00773

Nature of Case: Securities Violations, Fraud in the sale of Condo/Hotel Units, Filed in 2008

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

4G Wireless Wage Cases - Settled

Orange County Superior Court, JCCP No. 4736

Nature of Case: Employee Wage and Hour Class Action; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Classic Party Rentals Wage & Hour Cases - Settled

Los Angeles Superior Court, Case No. JCCP No. 4672

Nature of Case: Off the Clock; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lavi & Ebrahimian

Abu-Arafeh v. Norco Delivery Service, Inc. – Settled

San Francisco County Superior Court, Case No. CGC-14-540601

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aburto v. Verizon - Settled

U.S. District Court, Southern District California, Case No. 11-cv-0088

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Adkins v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC819546

Nature of Case: Unfair Competition - Bank Interest Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Agah v. CompUSA - Settled

U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx)

Nature of Case: Unfair Competition - Unfair Rebate Program
Plaintiff's Counsel: Blumenthal & Nordrehaug

Akers v. The San Diego Union Tribune - Settled
San Diego County Superior Court, Case No 37-2010-00088571
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Allec v. Cross Country Bank - Settled
Orange County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Advertising
Plaintiff's Counsel: Blumenthal & Nordrehaug

Altman v. SolarCity Corporation - In Litigation, On Appeal
San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aquino v. Macy's West Stores - Settled
Orange County Superior Court, Case No. 30-2010-00395420
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Baker v. Advanced Disability Management, Inc. – In Litigation
Sacramento County Superior Court, Case No. 34-2014-00160711
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Barcia v. Contain-A-Way - Settled
U.S. District Court, Southern District California, Case No. 07 cv 0938
Nature of Case: ERISA and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Bates v. Verengo, Inc. – Settled
Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Battle v. Charming Charlie Inc. – In Litigation
San Diego County Superior Court, Case No. 37-2014-00005608
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Workman Law Firm P.C.

Behar v. Union Bank - Settled
Orange County Superior Court, Case No. 30-2009-00317275
Nature of Case: Misclassification, Overtime and Labor Code Violations for Priority Banking Officers
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bell v. John Stewart Company - In Litigation

Alameda County Superior Court, Case No. RG14728792
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bennett v. Custom Built Personal Training – In Litigation
Monterey County Superior Court, Case No. M127596
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bermant v. Bank of America, Investment Services, Inc. - Settled
Los Angeles Superior Court, Civil Action No. BC342505
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; Arias, Ozzello & Gignac;
United Employees Law Group

Bethley v. Raytheon Company - Settled
United States District Court, Central District of California, Case No. SACV10-01741
Nature of Case: Employee Misclassification; Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Betorina v. Randstad US, L.P. - Settled
U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Beverage v. Edcoa Inc. – In Litigation
Sacramento County Superior Court, Case No. 2013-00138279
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bolger v. Dr. Martens - Settled
San Diego Superior Court
Nature of Case: Unfair Business Practices-Deceptive Advertising
Plaintiff's Counsel: Blumenthal & Nordrehaug

Bova v. Washington Mutual Bank / JP Morgan Chase - Settled
U.S. District Court, Southern District California, Case No. 07-cv-2410
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled
San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL
Nature of Case: Unfair Business Practices; Overtime and Labor Code Violations
Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Briseno v. American Savings Bank - Class Certification Granted, Settled
Orange County Superior Court, Case No. 774773
Nature of Case: Unfair Competition - Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Brueske v. Welk Resorts - Settled

San Diego Superior Court, Case No 37-2010-00086460
Nature of Case: Unfair Competition - Wage Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bueche v. Fidelity National Management Services - Settled
U.S. District Court, Eastern District of California, Case No. 13-cv-01114
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bunch v. Pinnacle Travel Services, LLC - In Litigation
Los Angeles County Superior Court, Case No. BC552048
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Buonomo v. ValueVision - Settled
Minnesota District Court
Nature of Case: False Advertising, Breach of Warranty
Plaintiff's Counsel: Blumenthal & Nordrehaug; Mansfield, Tanick & Cohen, P.A.

Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc. - Settled
Sacramento County Superior Court, Case No. 34-2015-00180282
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cabral v. Creative Communication Tech. - Class Certification Granted, Settled
Los Angeles Superior Court, Case No. BC402239
Nature of Case: Labor Code Violations and Expense Reimbursement under Labor Code 2802
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Cardoza v. Wal-Mart Associates, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Castro v. Vivint Solar, Inc. - Settled
San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cavazos v. Heartland Automotive Services, Inc. - Settled
Riverside County Superior Court, Case No. PSC 1401759
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of Mauro Fiore, Jr., A.P.C.

Citizens for Fair Treatment v. Quest Communications - Settled
San Diego Superior Court
Nature of Case: Failure to Pay for Vacation Time
Plaintiff's Counsel: Blumenthal & Nordrehaug

Cohen v. Bosch Tool - Settled

San Diego Superior Court, Case No. GIC 853562

Nature of Case: Unfair Business Practices - Deceptive Advertising - Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

Comstock v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC820803

Nature of Case: Unfair Competition - Force Order Insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Conley v. Norwest - Settled

San Diego County Superior Court, Case No. N73741

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Connell v. Sun Microsystems - Settled

Alameda Superior Court, Case No. RG06252310

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group; Chavez & Gertler

Corrente v. Luxe Valet, Inc. - In Litigation

San Francisco County Superior Court, Case No. CGC-15-545961

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Office of Todd M. Friedman, P.C.

Cruz v. Redfin Corporation - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-05234-TEH

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Culley v. Lincare Inc. & Alpha Respiratory Inc. - In Litigation

Class Certification Granted

U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cunningham v. Leslie's Poolmart, Inc. - In Litigation

U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Quintilone & Associates

Curry v. California Testing Bureau/McGraw Hill - Dismissal Affirmed on Appeal

United States Court of Appeals for the Ninth Circuit

U.S. District Court, Northern District of California, Case No. C-05-4003 JW

Nature of Case: ERISA Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Danford v. Movo Media - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Unlawful Violation of Unruh Civil Rights Act

Plaintiff's Counsel: Blumenthal & Nordrehaug

Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, Review before the California Supreme Court Affirmed Preemption

San Diego Superior Court, Case No. JCCP 4042

Nature of Case: Unfair Business Practices-Unlawful, Deceptive and Unfair Marketing of Cigarettes to Children

Plaintiff's Counsel: Blumenthal & Nordrehaug; Thorsnes, Bartolotta & McGuire; Chavez & Gertler

Davis v. Genex Holdings Inc. - Settled

Santa Clara County Superior Court, Case No. 1-13-cv-240830

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Davis v. Clear Connection, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Day v. WDC Exploration - Settled

Orange County Superior Court, Case No. 30-2010-00433770

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dedrick v. Hollandia Dairy - In Litigation

San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Delmare v. Sungard Higher Education - Settled

U.S. District Court, Southern District of California, Case No. 07-cv-1801

Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Del Rio v. Tumi Stores, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dewane v. Prudential - Settled

U.S. District Court, Central District of California, Case No. SA CV 05-1031

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Wynne Law Firm; Thierman Law Firm P.C.

Diesel v. Wells Fargo Bank - Settled

Orange County Superior Court, Case No. 30-2011-00441368

Nature of Case: Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dirienzo v. Dunbar Armored - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-2745

Nature of Case: Expense Reimbursement under Labor Code 2802, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Dobrosky v. Arthur J. Gallagher Service Company, LLC –

Class certification Granted, *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);

Settled;

Nature of Case: Employee Misclassification; Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dodds v. Zaven Tootikian – Settled

Los Angeles County Superior Court, Case No. BC494402

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dorr v. PICO Enterprises, Inc. & Charles E. Phyle - In Litigation

Alameda County Superior Court, Case No. RG15772362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Downtown Inns v. Pac Bell - Settled

California Public Utilities Commission

Nature of Case: Illegal Charge

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill

Drumheller v. Radioshack Corporation - Settled

United States District Court, Central District of California, Case No. SACV11-355

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Enger v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-1670

Nature of Case: Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Escobar v. Silicon Valley Security & Patrol, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv272514

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fallah v. Cingular Wireless - Settled

Orange County Superior Court / U.S. District Court, Central District of California

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal & Nordrehaug

Fierro v. Chase Manhattan - Class Certification Granted, Settled

San Diego Superior Court, Case No. GIN033490

Nature of Case: Unfair Competition - Bank Interest Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Figueroa v. Circle K Stores, Inc. - Settled

San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases) - Settled

San Diego Superior Court, Case No. JCCP 4532
Nature of Case: Unfair Competition, Violation of Civil Code 1747.08
Plaintiff's Counsel: Blumenthal & Nordrehaug

Fletcher v. Verizon - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-1736
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Francisco v. Diebold - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-1889
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Friend v. Wellpoint - Settled

Los Angeles Superior Court, Case No. BC345147
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Frudakis v. Merck Sharp & Dohme

U.S. District Court, Central District California, Case No. SACV 11-00146
Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fulcher v. Olan Mills, Inc. - Settled

U.S. District Court, Northern District of California, Case No. 11-cv-1821
Nature of Case: Employee Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gabisan v. Pelican Products - Settled

U.S. District Court, Southern District California, Case No. 08 cv 1361
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Galindo v. Sunrun Installation Services Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallagher v. Legacy Partners Commercial - Settled

Santa Clara County Superior Court, Case No. 112-cv-221688
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallardo v. AIG Domestic Claims, Inc. – In Litigation, On Appeal

United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gauthier v. Apple, Inc. – In Litigation

Santa Clara County Superior Court, case No. 1-13-cv-254557

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ghattas v. Footlocker Retail, Inc. – Settled

U.S. District Court Central District of California, Case No. CV 13-0001678 PA

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gibson v. World Savings - Judgment for Class after Appeal - Settled

Orange County Superior Court, Case No. 762321

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gill v. Parabody, Inc. - Settled

San Diego Superior Court

Nature of Case: Product Defect

Plaintiff's Counsel: Blumenthal & Nordrehaug

Goerzen v. Interstate Realty Management, Co. - Settled

Stanislaus County Superior Court, Case No. 679545

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gomez v. Enterprise Rent-A-Car - Settled

U.S. District Court, Southern District of California, Case No. 3:10-cv-02373

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gordon v. Wells Fargo Bank - Settled

U.S. District Court, Southern District of California, Case No. 3:11-cv-00090

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Goodman v. Platinum - In Litigation

U.S. District Court, District of Nevada, Case No. 09-cv-00957

Nature of Case: Violation of Nevada and Federal law in the sale of Condo/Hotel units, ILSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Grabowski v. CH Robinson - Settled

U.S. District Court, Southern District of California, Case No. 10-cv-1658

Nature of Case: Employee Misclassification; Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Greer v. Fleet Mortgage - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Bank Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gross v. ACS Compiq Corporation - Settled

Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gripenstraw v. Buffalo Wild Wings - Settled

U.S. District Court, Eastern District of California, Case No. 12-CV-00233

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gruender v. First American Title - Settled

Orange County Superior Court, Case No. 06 CC 00197

Nature of Case: Title Officer Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group;
Wagner & Jones; Cornwell & Sample

Guillen v. Univision Television Group, Inc. & Univision Management Co. - Settled

San Francisco County Superior Court, Case No. CGC-12-526445

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gujjar v. Consultancy Services Limited - Settled

Orange County Superior Court, Case No. 30-2010-00365905

Nature of Case: IT Analyst Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Gutierrez v. Five Guys Operations, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hahn v. Circuit City – Settled

San Diego Superior Court; U.S. District Court, Southern District of California

Nature of Case: Unfair Business Practices, Failure to Pay Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Hanby v. Elite Show Services, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00007372-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Handler v. Oppenheimer

Los Angeles Superior Court, Civil Action No. BC343542

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Perona, Langer, Beck, Lallande and Serbin

Harley v. Tavistock Freebirds, LLC - In Litigation

Sacramento County Superior Court, Case No. 34-2014-00173010

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Harrington v. Corinthian Colleges – Class Certification Granted, In Litigation
Orange Superior Court; United States Bankruptcy Court District of Delaware
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug, Bhowmik; Righetti Glugoski, P.C.

Harvey v. PQ Operations, Inc. – In Litigation
Los Angeles County Superior Court, Case No. BC497964
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Henshaw v. Home Depot U.S.A. - Settled
United States District Court, Central District of California, Case No. SACV10-01392
Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Heithold v. United Education Institute – In Litigation
Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hibler v. Coca Cola Bottling - Settled
U.S. District Court, Southern District of California, Case No. 11cv0298
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Higgins v. Maryland Casualty - Settled
San Diego County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC - Settled
U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; James Hawkins APLC

Hoffman v. National Warranty Insurance - Class Certification Granted, Settled
District Court for the State of Nevada
Nature of Case: Auto Warranty Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard & Associates

Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles – In Litigation, On Appeal
United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Howard v. Southern California Permanente Medical Group - In Litigation
Los Angeles Superior Court, Case No. BC586369

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hughes v. Parexel International - Settled

Los Angeles County Superior Court, Case No. BC485950

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hurley v. Comcast of California/Colorado/Texas/Washington, Inc. - Settled

Defendant's Motion for Summary Judgment Denied;

Sonoma County Superior Court, Case No. SCV-253801

Nature of Case: Unfair Business Practices, Unpaid Commission Wages, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Irving v. Solarcity Corporation – In Litigation

San Mateo County Superior Court, Case No. CIV525975

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jacobs v. Nu Horizons - Settled

Santa Clara County Superior Court, Case No. 111cv194797

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Settled

Orange County Superior Court, Case No. 30-2009-00180102

Nature of Case: Supervisor Misclassification, Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Jones v. E*Trade Mortgage - Settled

U.S. District Court, Southern District California

Case No. 02-CV-1123 L (JAH)

Nature of Case: TILA Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Robert C. Fellmeth, Esq.

Kennedy v. Natural Balance - Dismissal Reversed on Appeal, Settled

U.S. District Court, Southern District California,

Remanded to San Diego Superior Court, Case No. 37-2007-00066201

Nature of Case: Unfair Competition, Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Keshishzadeh v. Arthur J. Gallagher Service Co. - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

King v. Nordstrom - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Kinney v. AIG Domestic Claims / Chartis - Settled

U.S. District Court, Central District of California, Case No. 8:10-cv-00399

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Kizer v. Tristar Risk Management - In Litigation, On Appeal

Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kleinberg v. Reeve Trucking Company, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kove v. Old Republic Title - Settled

Alameda County Superior Court, Case No. RG09477437

Nature of Case: Unfair Competition, Failure to Pay Commissions

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Krellcom v. Medley Communications, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL

Nature of Case: Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Ladd v. Extreme Recovery, LP - Settled

Contra Costa County Superior Court, Case No. MSC11-02790

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Langille v. EMC - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Software Engineer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Lawson v. Marquee Staffing - In Litigation

Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lazar v. Kaiser Foundation Health Plan, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273289

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lemmons v. Kaiser Foundation Hospitals, Inc. - Settled

Sacramento County Superior Court, Case No. 34-2012-00125488

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Levine v. Groeniger - Settled

Alameda County Superior Court, Case No. RG09476193

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) - Settled

U.S. District Court, Central District California, Case No. 07cv501

U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604

Nature of Case: Lender Placed Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Nicholas & Butler

Litton v. Diebold, Incorporated – In Litigation

San Mateo County Superior Court, Case No. CIV524776

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lohn v. Sodexo, Inc. & SDH Services West, LLC - In Litigation

U.S. District Court Central District of California, Case No. 2:15-CV-05409

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lopez v. K-Mart

Ventura County Superior Court, Case No. BC351983

Nature of Case: Overtime - Unfair Business Practice

Plaintiff's Counsel: Blumenthal and Nordrehaug; Arias, Ozzello, & Gignac, LLP; United Employees Law Group

Louie / Stringer v. Kaiser - Settled

U.S. District Court, Southern District California, Case No. 08-cv-0795

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Lucero v. Sears - In Litigation

U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Morris, Sullivan & Lemkul

Lucero v. Kaiser Foundation Hospitals, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL

Nature of Case: Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magallanes v. TSA Stores, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-15-cv-283586

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magana v. El Pollo Loco, Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Maitland v. Marriott - Settled

U.S. District Court, Central District California, Case No. SACV 10-00374

Nature of Case: Chef Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Mandell v. Republic Bank - Settled

Los Angeles County Superior Court

Nature of Case: Breach of Fiduciary Duties to IRA Account Holders

Plaintiff's Counsel: Blumenthal & Nordrehaug

Mann v. NEC Electronics America - Settled

Santa Clara County Superior Court, Case No. 109CV132089

Nature of Case: Meal and Rest Break Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group, Qualls & Workman

Manzanarez v. Home Savings of America - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Overcharge for Inspection Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug

Marchese v. Ty, Inc. - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Yahoo, Inc. - Settled

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Hydro-Scape Products, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Mathies v. Union Bank - Class Certification Granted, In Litigation

San Francisco County Superior Court, Case No. CGC-10-498077

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Matloubian v. Home Savings of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

McDermott v. Catalina Restaurant Group Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

McMeans v. ScrippsHealth, - Settled

San Diego Superior Court

Nature of Case: Unfair Competition, Lien Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

McPhail v. First Command - Settled

United States District Court for the Southern District of California
Case No.05CV0179 IEG (JMA)

Nature of Case: Securities Fraud, 10(b)(5) violations

Plaintiff's Counsel: Blumenthal & Nordrehaug appointed Lead Counsel, Greco & Traficante & Whatley Drake LLC & Gray & White, & Brewer & Carlson, LLP & Franklin & Hance, PSC

Meco v. International Medical Research (and related cases) - Judgment for Class After Trial
Los Angeles Superior Court

Nature of Case: Unfair Competition, Product Adulteration, Illegal Sale of Drugs

Plaintiff's Counsel: Blumenthal & Nordrehaug

Medina v. Universal Protection Service, LP - In Litigation

Santa Clara County Superior Court, Case No. BC572848

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Meierdiercks v. 8x8, Inc. - Settled

Santa Clara County Superior Court, Case No. 110CV162413

Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

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)

Nature of Case: Nurse Case Manager Overtime Misclassification

Meyer v. Thinktank Learning, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-15-cv-282698

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Morales v. Wells Fargo Insurance Services USA, Inc. - In Litigation

U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Moreno v. Garden Fresh Restaurant Corp. - In Litigation

San Diego County Superior Court, Case No. 37-2013-00071988-CU-OE-CTL

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices

Morse v. Marie Callender Pie Shop - Settled

U.S. District Court, Southern District California, Case No. 09-cv-1305

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Butterfield & Schecther, LLP

Muntz v. Lowe's HIW - Settled

San Diego County Superior Court, Case No. GIC880932

Nature of Case: Unfair Competition, Violation of Civil Code 1747.08

Plaintiff's Counsel: Blumenthal & Nordrehaug

Najarian v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00418401

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nelson v. St. Paul Fire & Marine Insurance - Settled

Brazoria County District Court, Texas

Nature of Case: Deceptive Business Practices in sale of oil & gas reserve insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nelson v. Avon Products, Inc. -

Class Certification Granted, *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);

Settled;

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nguyen v. Wells Fargo Home Mortgage - Settled

Orange County Superior Court, Case No. 05 CC 00116

Nature of Case: Unfair Business Practices - Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Ochoa v. Eisai, Inc.

U.S. District Court, Northern District California, Case No. 3:11-cv-01349

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ogans v. Nationwide Credit, Inc. - Settled

Sacramento County Superior Court, Case No. 34-2012-00121054

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ohayon v. Hertz - Settled

United States District Court, Northern District of California, Case No. 11-1662

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Olszewski v. ScrippsHealth - Judgment for Plaintiff, Affirmed by Supreme Court
California Supreme Court Decision in Favor of Plaintiff

San Diego Superior Court
Nature of Case: Unfair Competition, Lien Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Olvera v. El Pollo Loco, Inc. – In Litigation
Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Orozco v. Illinois Tool Works Inc. – In Litigation
Class Certification Granted:
Orozco v. Ill. Tool Works, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017);
Orozco v. Ill. Tool Works Inc., No. 14-cv-02113-MCE-EFB, 2016 U.S. Dist. LEXIS 158115
(E.D. Cal. Nov. 14, 2016)
U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ortega v. Prime Healthcare Paradise Valley, LLC - In Litigation
San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Owen v. Robinsons May - Dismissed
Los Angeles County Superior Court, Case No. BC355629
Nature of Case: Failure to Pay Earned Vacation, Violation of Labor Code 227.3
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Clark & Markham

Patel v. Nike Retail Services, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lawyers For Justice, PC

Patelski v. The Boeing Company – Settled
United States District Court, Southern District of New York;
transferred to United States District Court, Eastern District of Missouri
Nature of Case: Refund Action
Plaintiffs' Counsel: Blumenthal & Nordrehaug, Sigman, Lewis & Feinberg, P.C.

Pearlman v. Bank of America - Settled
San Diego Superior Court
Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Perry v. AT&T - Settled
U.S. District Court, Northern District California, Case No. 11-cv 01488
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Picus v. Wal-Mart Stores - Settled

U.S. District Court, District of Nevada
Case No. 2:07-CV-00682
Nature of Case: Deceptive Advertising, Made in the USA violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, Gerard & Associates

Pittard v. Salus Homecare - Settled

U.S. District Court, Southern District California, Case No. 08 cv 1398
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Port v. Southern California Permanente Medical Group - Settled

San Diego County Superior Court, Case No. 37-2007-00067538
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Postema v. Lawyers Title Ins. Corp. - Settled

Orange County Superior Court, Case No. 30-2010-00418901
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Pratt v. Verizon - Settled

Orange County Superior Court, Case No. 30-2010-00430447
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Proctor v. Ameriquest - Settled

Orange County Superior Court, Case No. 06CC00108
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group, Clark & Markham

Ralphs v. Blockbuster, Inc. – Settled

San Diego Superior Court
Nature of Case: Unlawful Late Fees
Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates, Pettersen & Bark

Ramirez v. Estenson Logistics, LLC - In Litigation

Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ramos v. Countrywide - Settled

San Diego Superior Court
Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Chavez & Gertler

Rangel v. Balboa Ambulance - Class Certification Granted, Settled

San Diego County Superior Court, Case No.
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title - Settled

Orange County Superior Court, Case No. 30-2010-00359306
Nature of Case: Failure to Pay Severance Wages
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Redin v. Sterling Trust - Settled
Los Angeles Superior Court
Nature of Case: Breach of Fiduciary Duties of IRA Administrator
Plaintiff's Counsel: Blumenthal & Nordrehaug

Renazco v. Unisys Technical Services, L.L.C. - In Litigation
San Francisco County Superior Court, Case No. CGC-14-539667
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Reynolds v. Marlboro/Philip Morris U.S.A. - Reversed on Appeal
United States Court of Appeals for the Ninth Circuit, Case No. 08-55114
U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH
Nature of Case: Unfair Competition, Violation of Civil Code §1749.5
Plaintiff's Counsel: Blumenthal & Nordrehaug

Rezec v. Sony – Settled
San Diego Superior Court
Nature of Case: Fraudulent Advertising
Plaintiffs' Counsel: Blumenthal & Nordrehaug, Prongay & Borderud; The Cifarelli Law Firm

Rix v. Lockheed Martin Corporation - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-2063
Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

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)
Settled
Nature of Case: Misclassification, Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ritchie v. Mauran Ambulance Services, Inc. - Settled
Los Angeles County, Case No. BC491206
Nature of Case: Unfair business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Rivers v. Veolia Transportation Services -
Class Certification Granted;
Settled;
Sonoma County Superior Court, Case No. SCV 255350
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Roeh v. JK Hill - Settled

San Diego Superior Court, Case No. 37-2011-00089046
Nature of Case: Unfair Competition, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Rocheford v. SC&E Administrative Service - Settled
Orange County Superior Court
Nature of Case: Auto Warranty Fraud
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard, Osuch & Cisneros, LLP

Rodriguez v. Protransport-1, LLC - Settled
San Francisco County Superior Court, Case No. CGC-12-522733
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Romero v. Central Payment Co., LLC - Settled
Marin County Superior Court, Case No. CIV 1106277
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salas v. Evolution Hospitality, LLC - Settled
San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salem v. Alliance Human Services, Inc. - In Litigation
San Diego County Superior Court, Case No. CIVRS1401129
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty - In Litigation
Los Angeles County Superior Court, BC566065
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Santone v. AT&T – Settled
United states District Court, Southern District of Alabama
Nature of Case: Unconscionable Business Practices
Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates

Santos v. Sleep Train (Sleep Train Wage and Hour Cases) - Settled
Orange County Superior Court, Case No. 30-2008-00214586
San Francisco County Superior Court, Case No. JCCP 4553
Nature of Case: Commission Sales Employee Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Saravia v. O.C. Communciations - In Litigation
Scarmaento County Superior Court, Case No.
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sawyer v. Vivint, Inc. – In Litigation

U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959

Nature of Case: Overtime, Illinois Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark King, Esq.

Sayaman v. Baxter Healthcare - Settled

U.S. District Court, Central District of California, Case No. CV 10-1040

Nature of Case: Lab Technician Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Schuler v. Ecolab, Inc. - In Litigation

U.S. District Court, Southern District of California, Case No. 3:10-cv-02255

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0017

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Krutcik & Georggin; United Employees Law Group

Scott v. Blockbuster, Inc. – Settled

Count of Appeals, Ninth District of Texas, Beaumont, Texas

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Brothers & Thomas, LLP, Vaughan O. Stewart

Serrato v. Sociedad Textil Lonia, Corp. - Settled

San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Shrivastara v. Fry's Electronics - Settled

Santa Clara County Superior Court, Case No. 111cv192189

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sierra v. Oakley Sales Corp. - In Litigation, On Appeal

Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J

Nature of Case: Fraudulent Stock Buy Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Skillett v. FPI Management, Inc. - In Litigation

Sacramento County Superior Court, Case No. 34-2014-00173218

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Small v. Kaiser Foundation Hospitals - Settled

San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Smith v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Southern District of California, Case No. 08-cv-02353

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Smith v. Fedex Ground Package system, Inc. - In Litigation

Alameda County Superior Court, Case No. RG14734322

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sones v. World Savings / Wachovia - Settled

U.S. District Court, Northern District of California, Case No. 3:08-cv-04811

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Spradlin v. Trump - In Litigation

U.S. District Court, District of Nevada, Case No. 2:08-cv-01428

Nature of Case: Securities Violations and Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates; Burton Wiand, Esq.; Beck & Lee

Steele v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Northern District of California, Case No. 07-5743

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Steffan v. Fry's Electronics, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-13-CV-254011

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Steroid Hormone Product Cases - Decision on Appeal in Favor of Plaintiff, Settled

Los Angeles Superior Court, JCCP4363

Nature of Case: Unfair Competition - Sale of Illegal Products

Plaintiff's Counsel: Blumenthal & Nordrehaug; Clark & Markham; Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.

Stevens v. Robinsons-May - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Strauss v. Bayer Corporation - Settled

United States District Court, District of Minnesota

Nature of Case: Baycol Products Liability Litigation

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Fleishman & Fisher

Sustersic v. International Paper Co. - Settled

Orange County Superior Court, Case No. 30-2009-00331538

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of William H. Steiner

Sutton v. Seasons Hospice & Palliative Care of California, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC590870

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Swartout v. First Alarm Security & Patrol, Inc. - Settled

Santa Clara County Superior Court, Case No. 112-cv-231989

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Talamantez v. The Wellpoint Companies, Inc. - Settled

U.S. District Court, Central District of California, Case No. 12-cv-08058

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Tan v. California State Automobile Assn. - Class Certification Granted, Settled

U.S. District Court, Central District California, Case No. 07cv1011

Orange County Superior Court, Case No. 30-2008-00231219

Nature of Case: IT Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Tauber v. Alaska Airlines, et al. - Settled

Los Angeles Superior Court

Nature of Case: Unfair Business Practice - Employment Practices, Violation of Labor Code 450

Plaintiff's Counsel: Blumenthal & Nordrehaug

Thai v. Staff Assistance, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC567943

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas v. Stanford Health Care d/b/a Stanford University Medical Center - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas-Byass v. Michael Kors Stores (California), Inc. - Settled

U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Trujillo v. LivHome - Settled

Orange County Superior Court, Case No. 30-2008-00100372

San Diego County Superior Court, Case No. JCCP4570

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; United Employees Law Group

Tull v. Stewart Title - Settled

U.S. District Court, Southern District California, Case No. 08-CV-1095

Nature of Case: Title Officer and Escrow Officer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Turner v. C.R. England - In Litigation

U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Turner v. Ampac Fine Chemicals, LLC - In Litigation

Sacramento County Superior Court, Case No. 34-2015-00176993

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Valadez v. Schering-Plough - Dismissed

U.S. District Court, Southern District California, Case No. 10-CV-2595

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Van Gorp v. Ameriquet Mortgage/Deutsche Bank - Settled

U.S. District Court, Central District of California, Case No. SACV05-907 CJC (ANx)

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Varela v. The Walking Company - In Litigation

Los Angeles County Superior Court, Case No. BC562520

Nature of Case: Unfair Business practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Veloz v. Ross Dress For Less, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC485949

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vogel v. Price-Simms, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 114CV261268

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; Webb & Bordson, APC

Vrab v. DNC Parks & Resorts at Tenaya, Inc. - Settled

Mariposa County Superior Court, Case No. 0010225

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vultaggio-Kish v. Golden State Lumber, Inc. - Settled

San Mateo County Superior Court, Case No. CIV 516631

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Offices of Dan Price

Wadhwa v. Escrow Plus - Settled
Los Angeles Superior Court
Nature of Case: Investment Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug

Waldhart v. Mastec North Amercia, Inc. - In Litigation
San Bernardino County Superior Court, Case No. CIVDS1419318
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated - In Litigation
Los Angeles County Superior Court, Case No. BC564369
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walsh v. Apple, Inc. - Settled
U.S. District Court, Northern District California, Case No. 08-04918
Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Webb v. Sodexo, Inc. & SDH Services West, LLC - In Litigation
San Joaquin County Superior Court, Case No. 39-2015-00324813-CU-OE-STK
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Weinman v. Midbar Condo Development (Las Vegas One) - Settled
U.S. District Court, District of Nevada, Case No. 2:08-cv-00684
Nature of Case: Fraud in the sale of Condo/Hotel Units, ILSA
Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Weltman v. Ortho Mattress - Class Certification Granted, Settled
U.S. District Court, Southern District California, Case No. 08-cv-0840
Orange County Superior Court, Case No. 30-2009-00327802
Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

West v. Jerome's Furniture Warehouse - Settled
Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wheat v. Jerome's Furniture Warehouse - Settled
San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wietzke v. Costar Realty - Settled
U.S. District Court, Southern District California, Case No. 09-cv-2743
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Williams v. Lockheed Martin Corporation - Settled

U.S. District Court, Southern District California, Case No. 3:09-cv-01669

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Wilson v. Wal-Mart Associates, Inc. - In Litigation

U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Winston v. Lemoire Transportation, Inc. - In Litigation

Contra Costa County Superior Court, Case No. C-15-00897

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wise v. Cubic - Settled

U.S. District Court, Southern District California, Case No. 08-cv-2315

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Witman v. Level 3 Communications - Settled

San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL

Nature of Case: Unpaid Commissions and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Yam v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Zugich v. Wells Fargo Bank - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Zurlo v. Mission Linen - Settled

U.S. District Court, Central District, Case No. 08cv1326

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

CO-COUNSEL - Class Actions

Baxt v. Scor U.S. - Settled

Delaware Court of Chancery

Nature of Case: Takeover

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill;
Rosenthal, Monhait, Gross & Goddess, P.A.

Bronson v. Blech Securities - Settled

U.S. District Court, Southern District of New York

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg; Weiss, Bershad, Hynes & Lerach; Kaplan, Kilsheimer & Fox; Berstein, Liebhard & Lifshitz; Berstein & Ostraff; Law Office of Dennis J. Johnson; John T. Maher; Sullivan Hill; Weil, Gotshal & Manges; Paul, Hastings, Janofsky & Walker; Andrews & Kurth; Paul, Weiss, Rifkind, Wharton & Garrison; Wolff & Samson; Heller, Horowitz & Feit, P.C.; Shereff, Friedman, Hoffman & Goodman, LLP; Debevoise & Plimpton; Smith, Campbell, Paduano; Thelen, Marrin, Johnson & Bridges; The Offices of Robert Swetnick; Crummy Del Deo; Robinson, Silverman, Pearce, Aronsohn & Berman; Buchanan Ingersoll, P.C.; Morgan, Lewis & Bockius, Schwartz, Kelm, Warren & Ramirez; Porter & Hedges, L.L.P.; MicroProbe Corp.; NeoRX Corp.; Solomon, Zauderer, Ellenhorn, Frischer & Sharp;

Castro & Cardwell v. B & H Education, Inc. - Settled

Los Angeles Superior Court Case No. BC456198

Nature of Case: Overtime and Labor Code Violations; Unfair Competition

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Aequis Law Group

Caushon v. General Motors Corp. - Settled

In re Automobile Antitrust Cases

San Diego Superior Court, coordinated in San Francisco

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug

Dibella v. Olympic Financial - Settled

U.S. District Court, District of Minnesota

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Doyle v. Lorna Jane USA, Inc. – Settled

Los Angeles County Superior Court, Case No. BC526837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lipow & Harris

Estrella v. B-Per Electronic, Inc. & My Wireless, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Ferrari v. Read-Rite - Settled

U. S. District Court, Northern District of California

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Forever 21 Wage and Hour Cases - Settled

San Diego County Superior Court, JCC Proceeding No. 4745

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Norton & Melnik; Kitchin Legal; The Buxner Law Firm; Miller & Ayala, LLP; Webb & Bordson, APC; Law Office of Jennifer Hart; Olsen Law Offices, APC

Hart v. United States Tobacco Co. - Settled

Los Angeles Superior Court

Coordinated in Smokeless Tobacco Litigation

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug; the Cuneo Law Group P.C.; Gordon Ball

In re Bank of America Wage and Hour Employment Practices Litigation - Settled

U.S. District Court, District of Kansas, Case No. MDL 2138

Nature of Case: Employment Claims under FLSA and California Labor Code

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Marlin & Saltzman; Stueve Siegel Hanson; United Employees Law Group

In re Walgreen Co. Wage and Hour Litigation - Settled

U.S. District Court, Central District of California, Case No. 11-cv-07664

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Scott Cole & Associates; Marlin & Saltzman; Malk law Firm; Ackermann & Tilajef; Marcarian Law Firm; Aiman-Smith and Marcy; Orshansky and Yeremian LLP, Aequitas Law Group APLC

Jackson v. Fresh & Easy Neighborhood Market Inc. – Settled

Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC)

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Carter Law Firm; The Cooper Law Firm; Aegis Law Firm, PC; Jose Gray, APLC

Jordan/Ramos v. DMV - Judgment for Plaintiff, Affirmed on appeal

Superior Court, Sacramento

Nature of Case: Commerce Clause Violation - Tax declared unconstitutional -

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Weiss & Yourman; Sullivan Hill.

Kensington Capital v. Oakley - Settled

U. S. District Court, Southern District of California

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Kensington Capital v. Vesta - Settled

U. S. District Court, Northern District of Alabama

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Lopez v. Tire centers, LLC - Settled

U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Manaster v. SureBeam - Settled

United States District Court

Nature of Case: Violation of Securities Act

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg Weiss Bershad Hynes & Lerach

Miller v. Western Athletic Clubs, LLC - Settled

Santa Clara County Superior Court, Case No. 112-cv-228670

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Rukin Hyland Doria & Tindall LLP; Velton Zegelman P.C.

Moffett v. WIS International - Settled

San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Emge & Associates; Law Office of David A. Huch

Perez v. Urban Outfitters, Inc. - In Litigation

U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Capstone Law APC

Ridgewood Capital Management v. Gensia - Settled

U.S. District Court, Southern District of California, #CV-92-1500H

Plaintiffs' Counsel: Barrack, Rodos & Bacine; Kaplan, Kilsheimer & Fox; Wolf, Popper, Ross, Wolf & Jones; Law Offices of Joseph H. Weiss; Kaufman, Malchman, Kaufman & Kirby; Sullivan Hill; Blumenthal & Nordrehaug

Sandoval v. Redfin Corporation - In Litigation

U.S. District Court Northern District, Case No. 3:14-cv-04444-SC

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Khoury, Cohelan & Singer

Shurman v. Scimed - Settled

State of Minnesota District Court, Fourth District, #94-17640

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Kaplan, Kilsheimer & Fox; Sullivan Hill; Law Offices of Lawrence G. Soicher

Sioson v. AMP Holding, Inc. - Settled

Orange County Superior Court, Case No. 30-2013-00663825

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Olsen Law Offices

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin

Nature of Case: Fraudulent Stock Buy-Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Slatton v. G.E. Capital Mortgage Services - Settled

Camden County Superior Court, New Jersey, #CAML0256198

Nature of Case: Forced order insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Somkin v. Molten Metal - Settled

U.S. District Court, District of Massachusetts, #9710325PBS

Nature of Case: Securities Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug

Sparks v AT&T - Settled
Illinois District Court - Madison County
Deceptive Practice claim - Leased consumer telephone equipment
Plaintiff's counsel - Carr Korein Tillery; Blumenthal & Nordrehaug; Whatley Drake

Sullivan v. Lyon Management Group - Settled
Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Webb & Bordson, APC

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