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14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF LOS ANGELES**

16 CHARLES SAN NICOLAS, on behalf of the
17 State of California, as a private attorney
18 general,

19 Plaintiffs,

20 vs.

21 WEST COVINA CORPORATE FITNESS,
22 INC., a California Coproration; and Does 1
23 through 50, Inclusive,

24 Defendants.

CASE No. **BC616304**

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION TO APPROVE PAGA
SETTLEMENT**

Hearing Date: April 11, 2019
Hearing Time: 9:00 a.m.

Judge: Hon. Daniel J. Buckley
Dept.: 1 (Spring Street)

Action Filed: April 8, 2016
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De
3 Blouw LLP, attorneys for Plaintiffs Charles San Nicolas, David Price and Peter Contreras
4 ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history
5 of this matter. I am submitting this declaration in support of Plaintiffs' Motion to Approve
6 PAGA Settlement. The following facts are within my own personal knowledge, and if
7 called as a witness, I could and would testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed Settlement Agreement is attached
9 as Exhibit #1. The Actions which are resolved by this settlement are as follows: *San*
10 *Nicolas v. West Covina Corporate Fitness, Inc.*, Superior Court of California, County of Los
11 Angeles Case No. BC616304; the arbitration proceeding entitled *Price v. West Covina*
12 *Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4496; and the arbitration proceeding
13 entitled *Contreras v. West Covina Corporate Fitness, Inc.*, AAA Case No.
14 01-18-0002-4494.

15 3. On July 6, 2018, the parties stipulated to (1) dismiss the putative class
16 allegations without prejudice, (2) dismiss the individual claims of plaintiff Charles San
17 Nicolas without prejudice, (3) allow plaintiff Charles San Nicolas to proceed in the Superior
18 Court of California, County of Los Angeles on behalf of the State of California, as a private
19 attorney general with respect to the claim for civil penalties pursuant to Labor Code §§ 201,
20 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198, 2802 and the Applicable Wage Order,
21 and (4) dismiss the individual claims of plaintiffs Peter Contreras and David Price without
22 prejudice to proceed in separate individual arbitrations. As a result, the only claim
23 remaining before this Court in this lawsuit is the representative PAGA claim.

24 4. The parties have agreed to settle this PAGA claim in its entirety, along with
25 the individual wage and hour claims of the Plaintiffs proceeding in arbitration. Specifically,
26 the parties have agreed to settle Plaintiff's representative PAGA claim for \$451,667 in civil
27 penalties (the "PAGA Payment"). The settlement is intended to fully and finally resolve the
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1 PAGA claim asserted by Plaintiffs as to Plaintiffs and the Aggrieved Employees. This is
2 only a settlement of the PAGA claims for civil penalties, and is not a class settlement and
3 does not release the individual claims of the Aggrieved Employees. (See Settlement
4 Agreement at ¶ III(5).) Attorneys' fees equal to 25% of the settlement and costs incurred,
5 will also be paid to Plaintiff's counsel as part of the settlement in accordance with California
6 Labor Code § 2699(g)(1) as set forth in the Settlement Agreement. There is also payment of
7 an amount up to \$20,000 to ILYM Group to perform the administrative duties to distribute
8 the settlement money. The "Aggrieved Employees" are defined as "all individuals who are
9 or previously were employed by defendants West Covina Corporate Fitness, Inc., Muscle
10 Head, Inc. ("North Hollywood"), Muscle Bound, Inc. ("Hollywood"), LA Corporate Fitness,
11 Inc. ("Downtown LA"), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate
12 Fitness, Inc., Culver City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia
13 Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. ("Arcadia"), Montclair
14 Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. ("Downtown, Uptown, and
15 Goleta Gyms"), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa
16 Ana Corporate Fitness, Inc., and/or Gym Management Services, Inc. during the period of
17 April 25, 2015 to December 31, 2018." (Settlement Agreement at ¶ I(2).) The Aggrieved
18 Employees are estimated to consist of 2,700 individuals. (Settlement Agreement at ¶ I(2).)

19 5. As experienced counsel, we believe that the \$451,667 PAGA Payment is fair
20 and reasonable and therefore should be approved. This PAGA Payment compares
21 favorably to the estimated amount of PAGA penalties which Plaintiffs calculated to be the
22 maximum amount recoverable for mediation. With the assistance of an expert, Plaintiffs
23 calculated that the maximum PAGA penalties for the Aggrieved Employees was as high as
24 \$17 million. Importantly, these calculations were performed at the maximum statutory rate for the
25 penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. In
26 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a
27 judgment after trial which only provided for a PAGA penalty of \$5 per violation. Therefore, at
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1 trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even
2 where Plaintiff prevailed on the PAGA claim. Notably, the amount of the PAGA Payment here is
3 300% higher than was awarded after a PAGA trial in *Carrington v. Starbucks*.

4 6. Defendant maintains that Plaintiffs and the Aggrieved Employees were
5 properly compensated, and that it did not violate the Labor Code as to any of them.
6 Defendant asserted additional defenses to the PAGA claim, not only as to liability but also
7 as to the amount of the penalties. Defendant could also argue that no penalties prior to the
8 PAGA notification should be awarded, and at least Court has so ruled. These additional
9 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA
10 penalties sought may not be awarded. Finally, an important consideration for Plaintiffs in the
11 negotiations was Defendants' financial situation. Defendants are a group of privately-owned small
12 businesses, not a fortune 500 company. Several of these individual small businesses, health clubs,
13 are losing money. The overall financial condition is such that the ability to borrow is adversely
14 impacted. Such impact makes borrowing for even working capital more expensive and difficult.
15 As a result, Plaintiffs were understandably concerned that Defendants may be unable to satisfy a
16 significant judgment. The guaranteed settlement presented here is preferable to further litigation
17 which could result in no actual monetary recovery. Given Defendant's potential defenses to the
18 claimed Labor Code violations at issue, and the risks and costs of continued litigation,
19 Plaintiffs and their attorneys believe that the PAGA Payment is fair and reasonable. The
20 PAGA Payment, along with the other terms of the proposed settlement, were negotiated by
21 experienced counsel at arm's length before a private mediator, Hon William C. Pate. The
22 LWDA have been provide notice of this motion and the PAGA settlement, and the decision
23 of LWDA to accept the PAGA settlement and not oppose the motion should be given
24 considerable weight. This is not a situation where the Court needs to be concerned about the
25 rights of absent employees as in a class settlement, as this PAGA only settlement does not
26 release the individual claims of absent employees other than the Plaintiffs and the LWDA is
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1 a sophisticated government entity that is more than able to look out for its own rights.¹

2 7. Plaintiffs' Counsel are Blumenthal Nordrehaug Bhowmik De Blouw LLP, and
3 Law Offices of Mauro Fiore, Jr., A.P.C. The payment of attorneys' fees and costs to
4 Plaintiffs' Counsel under the Settlement Agreement is supported by the result achieved of a
5 Gross Settlement Amount in the total sum of \$775,000. Under the settlement, 25% of the
6 Gross Settlement Amount shall be paid to Plaintiffs' Counsel for payment of attorney's fees,
7 which is less than the one-third allocation. Plaintiffs' Counsel are recovering litigation
8 expenses in the total amount of \$11,342.98, which is less than the allocation of \$15,000 with the
9 difference to be added to the PAGA Payment. As the primary Plaintiffs' Counsel, Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP incurred litigation expenses in the amount of
11 \$11,342.98 in litigating the claims released by the settlement. These litigation expenses were
12 all reasonably necessary to the litigation and are detailed in Exhibit #2 attached hereto.

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14 Experience and Qualifications

15 8. I have represented hundreds of thousands of employees in hundreds of legal
16 matters, including PAGA lawsuits and hundreds of class actions and complex litigation cases.
17 Blumenthal Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the
18 prosecution of wage and hour class action and PAGA action matters. The attorneys at
19 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in
20 hundreds of contested motions for class certification including many consolidated wage and
21 hour matters.

22 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
23 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica*
24 *Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De

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27 ¹ The Settlement Agreement makes clear at Section III(5) that: "In no event shall the PAGA
28 Released Claims in this Settlement Agreement release any claim of any individual other than the
Plaintiffs, including any class claim, which does not arise under PAGA."

1 Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted by
2 Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights of
3 the State of California under the California Private Attorney General Act of 2004 ("PAGA").
4 Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where the ruling
5 was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug
6 Bhowmik De Blouw LLP also has recently engaged in noted appellate work on the subject of
7 class actions in the California Court of Appeals resulting in the opinions handed down in
8 *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d
9 568 (2015) (class or representative action waiver in an employment-related arbitration
10 agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
11 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
12 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal,
13 and I received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

14 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds
15 of PAGA claims. In particular, in the last couple years Blumenthal Nordrehaug Bhowmik De
16 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount
17 of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.
18 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,
19 U.S.D.C. Central District of California Case No. 12-06654); Accentcare in the amount of
20 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521);
21 Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley*,
22 *LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-00011240);
23 Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior
24 Court of California for the County of Los Angeles, Case No. BC566065); Holman Automotive
25 Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of
26 California for the County of San Diego, Case No. 37-2017-00025191). Based upon our
27 significant experience litigating claims for PAGA penalties, the opinion of experience counsel
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1 is that this is an excellent settlement and the PAGA Payment here is similar to or greater than
2 similar settlements that Plaintiffs' Counsel has negotiated and courts have approved.

3 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
4 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP
5 was "qualified counsel with extensive experience in class action litigation." *McPhail v. First*
6 *Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other
7 contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De
8 Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court
9 include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky*
10 *v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS
11 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016
12 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No.
13 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois*
14 *Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal.
15 February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
16 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class
17 actions where class certification was obtained and BNBD was appointed lead class counsel
18 include *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No.
19 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
20 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
21 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County
22 Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco
23 Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*,
24 Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010);
25 *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v.*
26 *CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

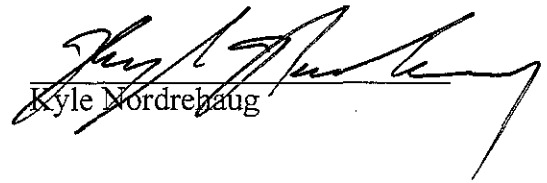
27 (c) Over the course of the litigation, a number of attorneys in my firm have
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1 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
2 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3.
3 Some of the major cases our firm has undertaken are also set forth in Exhibit #3. The bulk of
4 the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have
5 had extensive representative and class litigation experience, much of it in the area of consumer
6 class actions, employment class actions, securities litigation, unfair business practices and other
7 complex litigation. The attorneys at my firm have extensive experience in cases involving labor
8 code violations and overtime claims. Class Counsel has litigated similar wage and hour class
9 action cases against other employers on behalf of employees, including cases against El Pollo
10 Loco, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin, Instacart,
11 Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and California
12 State Automobile Association. It is this level of experience which enabled the firm to undertake
13 the instant matter and to successfully combat the resources of the defendants and their capable
14 and experienced counsel. On account of the concerted and dedicated effort this case required
15 in order to properly handle and prosecute, Class Counsel were precluded from taking other
16 cases, and in fact, had to turn away other potential fee generating cases.

17 9. The payment of attorneys' fees and costs to Blumenthal Nordrehaug Bhowmik
18 De Blouw LLP under the Settlement Agreement is supported by results achieved of the
19 \$775,000 as well as the overall attorneys' fees incurred to prosecute these claims against the
20 Defendants. Specifically, Blumenthal Nordrehaug Bhowmik De Blouw LLP has incurred a
21 lodestar to date in excess of \$108,433.00 in prosecuting the PAGA claims released by this
22 settlement, with significant additional work still to be incurred, including the defense of any
23 appeal. True and correct copies of the billing statement for Blumenthal Nordrehaug Bhowmik
24 De Blouw LLP in this action is attached hereto as Exhibit #2. Therefore, the requested fee
25 award equal to 25% represents the current lodestar with a reasonable lodestar of less than 1.8.
26 The legislative policies underlying the Labor Code's mandatory fee-shifting provisions "favor
27 . . . recovery of all attorney fees reasonably expended, without limiting the fees to a proportion
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1 of her actual recovery.” *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal. App. 4th 140, 164
2 (2006) (reversing court for linking fee-shifted award to size of recovery). As a result, under the
3 fee-shifting recovery, the fee award need not be proportional to the amount recovered. See *Vo*
4 *v. Las Virgenes Mun. Water Dist.*, 79 Cal. App. 4th 440 (2000) (awarding \$470,000 in fees on
5 a judgment of \$37,500).

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed this 15th day of March, 2019, at San Diego, California.

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SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between plaintiffs Charles San Nicolas, acting in his individual capacity and in a private attorney general capacity, and David Price and Peter Contreras acting in their individual capacities (“Plaintiffs”), and defendants West Covina Corporate Fitness, Inc., Muscle Head, Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and Gym Management Services, Inc. (“Defendants”)(collectively “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Actions” means the action entitled *San Nicolas v. West Covina Corporate Fitness, Inc.*, Superior Court of California, County of Los Angeles Case No. BC616304; the arbitration proceeding entitled *Price v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4496; and the arbitration proceeding entitled *Contreras v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4494.

2. “Aggrieved Employees” means all individuals who are or previously were employed by defendants West Covina Corporate Fitness, Inc., Muscle Head, Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and/or Gym Management Services, Inc. during the period of April 25, 2015 to December 31, 2018. The Aggrieved Employees are estimated to consist of 2,700 individuals.

3. “Court” means the Superior Court of California, County of Los Angeles.

4. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment under Labor Code section 2699 and 100% of the PAGA Payment under Labor Code section 558 with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

5. “Individual Settlement Payments” means the amounts paid as part of the Gross Settlement Amount of \$10,000 to each Plaintiff in exchange for a settlement and release of their individual claims. The Individual Settlement Payments are in addition to the Plaintiffs’ respective shares of the PAGA Payment and are to be paid out of the Gross Settlement Amount. These Individual Settlement Payments are subject to withholdings based upon the tax allocation as set forth herein. The employer’s share of payroll taxes on the Individual Settlement Payments shall be paid separately by Defendants.

6. “LWDA” means the California Labor Workforce Development Agency.

7. “Gross Settlement Amount” means the total sum of \$775,000, which includes payment of the Individual Settlement Amounts, Administration Costs, Attorneys’ Fees, Attorneys’ Expenses, and the PAGA Payment. The Gross Settlement Amount shall be all-in with no reversion to Defendants.

8. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

9. “PAGA Action” means the First Cause of Action asserted in the Third Amended Complaint in the *San Nicolas v. West Covina Corporate Fitness, Inc.* Court Action, Superior Court of California, County of Los Angeles Case No. BC616304.

10. “PAGA Approval Date” means the date that the Court in the *San Nicolas v. West Covina Corporate Fitness, Inc.* action signs the Order approving the settlement of the PAGA Action.

11. “PAGA Payment” means the total amount remaining in the Gross Settlement Amount after payment of the Individual Settlement Payments to the Plaintiffs, Attorneys’ Fees, Attorneys’ Expenses, and the Administration Costs. Of the PAGA Payment, 75% shall be allocated 100% to the Aggrieved Employees as a payment under Labor Code section 558, and 25% shall be allocated under Labor Code sections 2699 *et seq.* with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees. The Aggrieved Employees will be issued a form 1099 for their Individual PAGA Payments.

12. “PAGA Period” means the time period from April 25, 2015 to December 31, 2018.

13. “Parties” means Plaintiffs Charles San Nicolas, David Price and Peter Contreras, and defendants West Covina Corporate Fitness, Inc., Muscle Head, Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and Gym Management Services, Inc.

14. “Plaintiffs’ Counsel” means the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Law Offices of Mauro Fiore, Jr., A.P.C.

15. “Released Parties” means defendants West Covina Corporate Fitness, Inc., Muscle Head, Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and Gym Management Services, Inc., and any agents, officers, directors, employees, stockholders, members, parent corporations, subsidiaries, affiliates, partners, predecessors and successors in interest, insurers, and assigns of the foregoing.

16. “Settlement Administrator” means ILYM Group.

II. RECITALS

1. On April 8, 2016, plaintiff Charles San Nicolas filed a complaint in the Superior Court of California, County of Los Angeles which asserted five causes of action for individual and class claims for Labor Code violations.

2. On June 3, 2016, plaintiff Charles San Nicolas filed a First Amended Complaint adding a cause of action under the Private Attorney General Act of 2004 (the “PAGA”).

3. On October 21, 2016, Defendants filed a Motion to Compel Arbitration and Dismiss Class Claims. On January 27, 2017, plaintiff Charles San Nicolas and defendant West Covina Corporate Fitness, Inc. filed a Joint Stipulation to Stay Litigation Pending United States Supreme Court Ruling in *Morris v. Ernst & Young, LLP*, 834 F.3d 975 (9th Cir. 2016). On February 3, 2017, the Los Angeles Superior Court granted the Joint Stipulation to Stay Litigation.

4. On January 31, 2018, while the litigation stay was in place, Plaintiffs filed a Second Amended Complaint adding named plaintiffs Peter Contreras and David Price.

5. On July 6, 2018, the parties stipulated to (1) dismiss the putative class allegations without prejudice, (2) dismiss the individual claims of plaintiff Charles San Nicolas without prejudice, (3) allow plaintiff Charles San Nicolas to proceed in the Superior Court of California, County of Los Angeles on behalf of the State of California, as a private attorney general with respect to the claim for Civil Penalties pursuant to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198, 2802 and the Applicable Wage Order, and (4) dismiss the individual claims of plaintiffs Peter Contreras and David Price without prejudice to proceed in separate individual arbitrations.

6. On June 22, 2018, plaintiff David Price filed a Demand for Arbitration with the American Arbitration Association entitled *Price v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4496. On June 22, 2018, plaintiff Peter Contreras filed a Demand for

Arbitration with the American Arbitration Association entitled *Contreras v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4494.

7. On January 15, 2019, the Parties engaged in a mediation session before mediator Hon. William C. Pate (Ret.), which led to a settlement.

8. On February 4, 2019, plaintiff Charles San Nicolas filed and served a Third Amended Complaint designating defendants in the complaint initially named by fictitious Doe defendants by their true names as follows: Doe 1 - Muscle Head, Inc. ("North Hollywood"), Doe 2 - Muscle Bound, Inc. ("Hollywood"), Doe 3 - LA Corporate Fitness, Inc. ("Downtown LA"), Doe 4 - Thousand Oaks Corporate Fitness, Inc., Doe 5 - Simi Valley Corporate Fitness, Inc., Doe 6 - Culver City Corporate Fitness, Inc., Doe 7 - Fullerton Corporate Fitness, Inc., Doe 8 - Valencia Corporate Fitness, Inc., Doe 9 - Santa Anita Corporate Fitness, Inc. ("Arcadia"), Doe 10 - Montclair Corporate Fitness, Inc., Doe 11 - Santa Barbara Corporate Fitness, Inc. ("Downtown, Uptown, and Goleta Gyms"), Doe 12 - Anaheim Corporate Fitness, Inc., Doe 13 - Glendale Corporate Fitness, Inc., Doe 14 - Santa Ana Corporate Fitness, Inc., and Doe 15 - Gym Management Services, Inc.

9. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims as to plaintiff Charles San Nicolas and the Aggrieved Employees as alleged in the PAGA Action pursuant to this Settlement Agreement and Plaintiffs' individual claims as alleged in the Actions.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendants or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any

obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendants or any other Released Party, Plaintiffs or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Actions or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

2. **Timing.** Within fifteen (15) days after the Effective Date of this settlement, Defendants shall pay to the Settlement Administrator \$775,000 as the Gross Settlement Amount, which includes \$10,000 as the Individual Settlement Payments for each Plaintiff's settlement of their individual claims (\$30,000 in total). The "Effective Date" of this settlement is the date on which the Court's order approving the settlement of the PAGA Action ("Order") becomes final. For purposes of this Settlement Agreement, the Court's Order "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Order (this time period shall not be less than 60 calendar days after the Court's Order is entered); (ii) if an appeal is filed, the date affirmance of an appeal of the Order becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Order or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order.

3. **PAGA Demographics.** Defendants have represented that the Aggrieved Employees consist of approximately 2,700 employees who worked approximately 40,000 pay periods during the PAGA Period. The PAGA Payment shall increase by the value of additional pay periods proportionally if the number of pay periods added in the PAGA Period is greater than 2,000, which is a 5% increase in the number of pay periods. Defendants will provide Plaintiffs' Counsel for filing a declaration under oath as to the number of Aggrieved Employees and pay periods worked by the Aggrieved Employees during the PAGA Period prior to the filing of the motion for approval of the PAGA settlement.

4. **Payments from the Gross Settlement Amount.** The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. **PAGA Payment:** The PAGA Payment is the total of the Gross Settlement Amount, less the payments for the Individual Settlement Payments to the Plaintiffs, Attorneys' Fees, Attorneys' Expenses and the Administration Costs, which shall be paid in full settlement of the PAGA Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to

the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

(1) Seventy-Five Percent (75%) shall be paid as a Labor Code section 558 payment to the Aggrieved Employees as part of their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period. This amount shall constitute resolution of all remedies available under Labor Code section 558, and preclude pursuit by Aggrieved Employees of any claims for remedies available under Labor Code section 558.

(2) Twenty-Five Percent (25%) shall be paid as a Labor Code section 2699 payment with 75% of this amount being paid to the LWDA and 25% being paid to the Aggrieved Employees as part of their Individual PAGA Payments in the percentages calculated under section 4(a)(1) hereinabove. This amount shall constitute resolution of all remedies available under Labor Code section 2699, and preclude pursuit by Aggrieved Employees of any PAGA Released Claims.

(3) The penalty settlement payments set forth in sections 4(a)(1) and 4(a)(2) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.

b. Attorneys' Fees and Attorneys' Expenses: \$258,333 shall be paid to Plaintiffs' Counsel for payment of Attorneys' Fees, and up to \$15,000 shall be paid to Plaintiffs' Counsel for Attorneys' Expenses as set forth in the clients' billing statement (pursuant to Declarations by Plaintiffs' Counsel) in prosecuting the PAGA claims. Defendants shall not oppose Plaintiffs' request for Attorneys' Fees and Attorneys' Expenses in these amounts. In the event that Court approval is required and a payment of less than \$258,333.00 in Attorneys' Fees or \$15,000 in Attorneys' Expenses to Plaintiffs' Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to Plaintiffs' Counsel or the Defendants. This payment will be reported on IRS Form 1099 issued to Plaintiffs' Counsel. Except as set forth herein, each party shall bear their own costs and fees of this Action. The payment of Attorneys' Fees shall be made 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to Law Offices of Mauro Fiore, Jr., A.P.C., and the Attorneys' Expenses shall be allocated as based upon the Declarations by Plaintiffs' Counsel.

c. Administration Costs: A Settlement Administrator shall be selected after receipt of bids. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$20,000. In the event that Court approval of these payments is required and a payment of less than \$20,000 is approved, or if the actual cost to administer the settlement is less than \$20,000, the difference will be added to the PAGA Payment.

d. Representative PAGA Release: In his capacity as a private attorney general “aggrieved employee” acting on behalf of himself, the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to Plaintiffs’ Counsel for Attorneys’ Fees and Attorneys’ Costs, upon entry of the Order plaintiff Charles San Nicolas will release Defendants from any and all PAGA Released Claims.

5. **PAGA Released Claims**. Upon entry of the Judgment, the Released Parties shall be entitled to a release of all PAGA claims alleged in the PAGA Action which occurred during the PAGA Period (“PAGA Released Claims”). This release of PAGA Released Claims shall bind only plaintiff San Nicholas and the State of California and shall not include claims outside of the PAGA Period. The release shall also exclude claims for wrongful termination, unemployment insurance, social security, disability, and workers’ compensation. **In no event shall the PAGA Released Claims in this Settlement Agreement release any claim of any individual other than the Plaintiffs, including any class claim, which does not arise under PAGA.**

6. **Individual Settlement Payments and Individual Released Claims**. Plaintiffs agree to accept \$10,000 each in full settlement and compromise of their individual claims as set forth in the Actions and agree that the Individual Settlement Payments shall fully and forever discharge and release all their individual claims and causes of action pled in the operative complaint. Plaintiffs’ release is limited to any and all claims they have against the Released Parties that occurred prior to December 31, 2018. The Individual Settlement Payments shall be allocated 50% to wages, 50% to statutory penalties and interest. Plaintiffs shall be issued Form W-2s for the portion of the payment allocated to wages, and a Form 1099 for the remainder. The employer’s share of payroll taxes on the Individual Settlement Payments shall be paid separately by Defendants.

In exchange for the promises and Individual Settlement Payments described in this Agreement and to the maximum extent permitted by law, Plaintiffs, on behalf of themselves, heirs, successors, assigns, attorneys, and agents, hereby releases and forever discharge the Released Parties from any and all complaints, claims, charges, liabilities, claims for relief, claims for damages (including claims for back pay, front pay, compensatory, punitive and liquidated damages), claims for attorney fees, costs, demands, suits, actions or causes of action, whether in law or in equity, which Plaintiffs assert or could assert, at common law or under any contract, agreement, tort, statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including but not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act (including without

limitation the Older Workers' Benefit Protection Act), the Immigration Reform and Control Act, the Fair Credit Reporting Act, the Genetic Information Non-Disclosure Act, the Americans With Disabilities Act, the Family and Medical Leave Act, Worker Adjustment and Retraining Notification Act (WARN), the California Fair Employment and Housing Act, California Government Code §§ 12900, et seq., the California Labor Code, the California Business & Professions Code, and the California Family Rights Act, the Civil Rights Act of 1991, and any claims under any other federal, state, and local laws and regulations against Defendants, with respect to any event, matter, claim, damage or injury arising out of Plaintiffs' employment relationship with Defendants, and with respect to any other claim, matter, or event arising as of the date of this Settlement Agreement whether or not asserted in the Actions. This Settlement Agreement shall be effective as a full and final accord and satisfaction and general release of any and all claims that Plaintiffs may have against the Released Parties, except claims for breach of this Settlement Agreement.

7. **Waiver of Civil Code Section 1542.** Plaintiffs represent that they are not aware of any claims they may have against the Released Parties other than the claims that are released by this Settlement Agreement. As to the Individual Released Claims, Plaintiffs, on behalf of themselves, waive any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction. This section provides as follows:

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

Plaintiffs understand and acknowledge that this Settlement Agreement is meant to include in its effect all Individual Released Claims which Plaintiffs do not know or suspect to exist against the Defendants and Released Parties.

8. **Waiver of Rights Under the Age Discrimination in Employment Act.** Plaintiffs specifically understand and acknowledge that the Age Discrimination in Employment Act, (29 U.S.C. §§ 621 et seq., and as amended) (hereinafter "ADEA"), as amended by the Older Workers Benefit Protection Act of 1990 ("OWBPA"), provides them the right to bring a claim against Defendants if they believe they have been discriminated against on the basis of age. Defendants specifically deny any such discrimination. Plaintiffs understand the rights afforded to them under the ADEA and agree that they hereby release and will not file any claim or action against the Released Parties based on any alleged violations of the ADEA. Plaintiffs hereby knowingly and voluntarily release and waive any right to assert a claim for relief under this Act, including but not limited to back pay, front pay, attorneys' fees, damages, reinstatement, or injunctive relief. Notwithstanding the foregoing, Plaintiffs do not waive any ADEA claim which may arise after the date they execute this Settlement Agreement.

Plaintiffs also understand and acknowledge that the ADEA requires Defendants to provide Plaintiffs with at least twenty-one (21) calendar days to consider this Settlement Agreement ("Consideration Period") prior to its execution. Plaintiffs acknowledge that they

have been advised to consult with an attorney regarding this Settlement Agreement and have consulted their attorneys. Plaintiffs also acknowledge that they were provided with the required Consideration Period and hereby knowingly and voluntarily, after the opportunity to consult with an attorney, waive the remainder of the Consideration Period by executing this Settlement Agreement. Plaintiffs also understand that they are entitled to revoke this Settlement Agreement at any time during the seven (7) days following Plaintiffs' execution of this Settlement Agreement ("Revocation Period"). Plaintiffs also understand that any revocation of this Settlement Agreement must be in writing and delivered to Defendants' counsel prior to the expiration of the Revocation Period. Delivery of the revocation should be via email to Steven C. Amundson, at sca@manningllp.com and by hardcopy c/o 801 S. Figueroa Street, 15th Floor, Los Angeles, California 90017.

Any revocation under this paragraph applies only to Plaintiffs' release of age-related claims under the ADEA. Plaintiffs understand and agree that they may not revoke this Settlement Agreement as to any claims asserted in the Actions, any non-ADEA claims that could have been asserted in the Actions, or any other non-ADEA claims related to their employment with Defendants.

9. Covenants and Representations by Plaintiffs and Plaintiffs' Counsel.

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiffs further agree to seek an Order in the Actions on the PAGA Released Claims and dismissal of the arbitrations as to their individual claims only.

d. Plaintiffs promise never to sue Defendants or any of the Released Parties in any forum for any reason, including but not limited to claims, laws or theories covered by the release set forth above in this Settlement Agreement, based on any acts or omissions occurring prior to the effective date of this Settlement Agreement. Plaintiffs expressly agree that they will not participate in any class, collective, representative, or PAGA action (other than the currently pending PAGA action) of any kind or nature against any of the Released Parties, and expressly waive any rights or potential rights or recovery that they may have in a potential class, collective, representative, or PAGA settlement in any actions against any of the Released Parties (other than the currently pending PAGA actions). Plaintiffs further agree to opt out of or withdraw their consent for participation in any such class, collective, representative, or PAGA action, and agree that, even if they do not opt out or withdraw their consent for participation, they will not

be entitled to recover or participate in these actions in any way (other than the PAGA action that Plaintiffs are currently prosecuting). This release is limited to claims that may have arisen prior to Plaintiffs' execution of this Settlement Agreement.

e. Plaintiffs will not voluntarily assist any party engaged in current or future litigation or arbitration involving Defendants and/or any of the Released Parties, by furnishing information, declarations, affidavits, statements, letters, oral assistance, documents, or depositions. Plaintiffs, however, may respond to a valid and legally enforceable subpoena or other discovery request, provided that such subpoena or discovery request also has been served on Defendants and/or any of the Released Parties.

f. If any subpoena or discovery request is served on Plaintiffs, Plaintiffs agree to notify Defendants and/or the Released Parties of such a subpoena or discovery request, so that Defendants and/or the Released Parties may challenge its validity, at the expense of Defendants and/or the Released Parties, as applicable. If such a challenge is not successful and a court or arbitrator rules that a valid subpoena or discovery request has been served, and Plaintiffs are required to provide information, Plaintiffs agree to provide truthful information or testimony. If thereafter required by judicial process to provide testimony or other discovery, Plaintiffs agree that they will not object to a representative of Defendants and/or the Released Parties being present for such testimony, or being served with all responses to discovery, if not otherwise prohibited by the court or arbitrator having jurisdiction.

10. **No Future Contracts or Employment.** In consideration of the promises made by Defendants in this Settlement Agreement, Plaintiffs promise that they will not seek or accept future employment from Defendants or Defendants' current parents, subsidiaries, or their respective subsidiaries, in any capacity. The Parties agree that neither Defendants nor the aforementioned entities have any obligation to hire Plaintiffs and may refuse to do so without any recourse. If Plaintiffs do seek to obtain employment with Defendants after the date of execution of this Settlement Agreement, this Settlement Agreement shall constitute sufficient cause for refusal to hire Plaintiffs. In the event this clause is found not to be enforceable by a court of competent jurisdiction, the Parties agree that the clause may be severed to the extent possible, such that the remaining Settlement Agreement may remain enforceable to the fullest extent permitted by law. Plaintiffs further acknowledge that this clause does not unduly restrict their ability to engage in their profession.

11. **No Publicity.** Neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press conference, or otherwise publicize the settlement other than in documents submitted to the Court.

12. **Court Approval of the PAGA Payment.** Subject to Defendants' review and approval prior to filing, Plaintiffs' Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed Order ("Motion"). Plaintiffs' Counsel will provide Defendants' counsel with an opportunity to propose revisions to that Motion before it is filed. This Motion shall also be served on the LWDA when filed with the Court.

13. **Court Approval of the PAGA Settlement.** The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this Settlement Agreement, Plaintiffs shall file the Motion and will submit the Motion and this Settlement Agreement to the LWDA consistent with Labor Code § 2699(l)(2).

2. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$20,000. Defendants will provide the necessary information about the Aggrieved Employees to the Settlement Administrator within fifteen (15) days of the approval of the PAGA Settlement by the Court.

3. Within fifteen (15) days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be paid by cy pres. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

4. Within fifteen (15) days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will pay the Individual Settlement Payments to the Plaintiffs from the Gross Settlement Amount except for employer's share of payroll taxes which Defendants shall separately pay.

5. Within fifteen (15) days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will pay the amount allocated to the LWDA,

Attorneys' Fees, Attorneys' Expenses, and Administration Costs as approved by the Court from the Gross Settlement Amount.

6. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

7. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that none of the Parties shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against any of the Parties.

2. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiffs or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

3. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Actions and Plaintiffs' claims, except as otherwise set forth specifically herein.

5. **Authority.** Defendants represent and warrant that the undersigned have the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiffs represent and warrant that they have the capacity to act on their own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Los Angeles, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

7. **Complete Agreement.** The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the settlement of the PAGA Action as provided herein; or (ii) the settlement of the PAGA Action does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

9. **Judgment and Continued Jurisdiction.** After approval of this settlement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

10. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to complete the implementation of the settlement of the PAGA Action. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the PAGA Action, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

11. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

12. **Acknowledgement that the Settlement Is Fair and Reasonable.** The Parties

believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

13. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

15. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Denial of Liability.** The Parties expressly recognize that the making of this

Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or concession regarding the validity of Plaintiffs' claims by Plaintiffs. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

21. **No Admission of Liability or Wrongdoing by Defendants.** Defendants contend that all of its employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants have denied, and continue to deny, each of the claims and contentions alleged by the Plaintiffs in the Actions. Defendants have asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

22. **Waiver of Right to Appeal.** Provided that the Order is consistent with the terms and conditions of the Settlement Agreement, Plaintiffs, Aggrieved Employees, the LWDA, and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Order, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Order will become final and non-appealable at the time it is entered.

23. **Disputes.** Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator for resolution.

PLAINTIFFS HAVE AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFFS ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT. PLAINTIFFS AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS SETTLEMENT AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD. HAVING DECIDED TO SIGN THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES SET FORTH IN THIS SETTLEMENT AGREEMENT, AND TO RECEIVE THE PAYMENTS SET FORTH IN SECTION III.6 ABOVE, PLAINTIFFS FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT

INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS PLAINTIFFS HAVE OR MIGHT HAVE AGAINST DEFENDANTS AND THE RELEASED PARTIES.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: Mar 14, 2019

Charles San Nicolas

Charles San Nicolas (Mar 14, 2019)

CHARLES SAN NICOLAS

Dated: _____

DAVID PRICE

Dated: _____

PETER CONTRERAS

DEFENDANTS:

Dated: _____

WEST COVINA CORPORATE FITNESS, INC., MUSCLE HEAD, INC. ("NORTH HOLLYWOOD"), MUSCLE BOUND, INC. ("HOLLYWOOD"), LA CORPORATE FITNESS, INC. ("DOWNTOWN LA:), THOUSAND OAKS CORPORATE FITNESS, INC., SIMI VALLEY CORPORATE FITNESS, INC., CULVER CITY CORPORATE FITNESS, INC., FULLERTON CORPORATE FITNESS, INC., VALENCIA CORPORATE FITNESS, INC., SANTA ANITA CORPORATE FITNESS, INC. ("ARCADIA"), MONTCLAIR CORPORATE FITNESS, INC., SANTA BARBARA CORPORATE FITNESS, INC. ("DOWNTOWN, UPTOWN, AND GOLETA GYMS"), ANAHEIM CORPORATE FITNESS, INC., GLENDALE CORPORATE FITNESS, INC., SANTA ANA CORPORATE FITNESS, INC., AND GYM MANAGEMENT SERVICES, INC.

By: _____

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____

CHARLES SAN NICOLAS

Dated: Mar 14, 2019

David Price (Mar 14, 2019)

DAVID PRICE

Dated: _____

PETER CONTRERAS

DEFENDANTS:

Dated: _____

WEST COVINA CORPORATE FITNESS, INC., MUSCLE HEAD, INC. ("NORTH HOLLYWOOD"), MUSCLE BOUND, INC. ("HOLLYWOOD"), LA CORPORATE FITNESS, INC. ("DOWNTOWN LA:), THOUSAND OAKS CORPORATE FITNESS, INC., SIMI VALLEY CORPORATE FITNESS, INC., CULVER CITY CORPORATE FITNESS, INC., FULLERTON CORPORATE FITNESS, INC., VALENCIA CORPORATE FITNESS, INC., SANTA ANITA CORPORATE FITNESS, INC. ("ARCADIA"), MONTCLAIR CORPORATE FITNESS, INC., SANTA BARBARA CORPORATE FITNESS, INC. ("DOWNTOWN, UPTOWN, AND GOLETA GYMS"), ANAHEIM CORPORATE FITNESS, INC., GLENDALE CORPORATE FITNESS, INC., SANTA ANA CORPORATE FITNESS, INC., AND GYM MANAGEMENT SERVICES, INC.

By: _____

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____

CHARLES SAN NICOLAS

Dated: _____

DAVID PRICE

Dated: Mar 14, 2019



Peter Contreras (Mar 14, 2019)
PETER CONTRERAS

DEFENDANTS:

Dated: _____

WEST COVINA CORPORATE FITNESS, INC., MUSCLE HEAD, INC. ("NORTH HOLLYWOOD"), MUSCLE BOUND, INC. ("HOLLYWOOD"), LA CORPORATE FITNESS, INC. ("DOWNTOWN LA:), THOUSAND OAKS CORPORATE FITNESS, INC., SIMI VALLEY CORPORATE FITNESS, INC., CULVER CITY CORPORATE FITNESS, INC., FULLERTON CORPORATE FITNESS, INC., VALENCIA CORPORATE FITNESS, INC., SANTA ANITA CORPORATE FITNESS, INC. ("ARCADIA"), MONTCLAIR CORPORATE FITNESS, INC., SANTA BARBARA CORPORATE FITNESS, INC. ("DOWNTOWN, UPTOWN, AND GOLETA GYMS"), ANAHEIM CORPORATE FITNESS, INC., GLENDALE CORPORATE FITNESS, INC., SANTA ANA CORPORATE FITNESS, INC., AND GYM MANAGEMENT SERVICES, INC.

By: _____

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____
CHARLES SAN NICOLAS

Dated: _____
DAVID PRICE

Dated: _____
PETER CONTRERAS

DEFENDANTS:

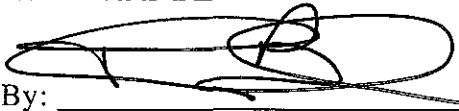
Dated: March 15, 2019 WEST COVINA CORPORATE FITNESS, INC., MUSCLE HEAD, INC. ("NORTH HOLLYWOOD"), MUSCLE BOUND, INC. ("HOLLYWOOD"), LA CORPORATE FITNESS, INC. ("DOWNTOWN LA:), THOUSAND OAKS CORPORATE FITNESS, INC., SIMI VALLEY CORPORATE FITNESS, INC., CULVER CITY CORPORATE FITNESS, INC., FULLERTON CORPORATE FITNESS, INC., VALENCIA CORPORATE FITNESS, INC., SANTA ANITA CORPORATE FITNESS, INC. ("ARCADIA"), MONTCLAIR CORPORATE FITNESS, INC., SANTA BARBARA CORPORATE FITNESS, INC. ("DOWNTOWN, UPTOWN, AND GOLETA GYMS"), ANAHEIM CORPORATE FITNESS, INC., GLENDALE CORPORATE FITNESS, INC., SANTA ANA CORPORATE FITNESS, INC., AND GYM MANAGEMENT SERVICES, INC.

By: Pltz

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 3/14/19

By: 
NORMAN BLUMENTHAL
ATTORNEYS FOR PLAINTIFFS

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

Dated: _____

By: _____
STEVEN C. AMUNDSON
ATTORNEYS FOR DEFENDANTS

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: _____

By: _____
NORMAN BLUMENTHAL
ATTORNEYS FOR PLAINTIFFS

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**



Dated: March 15, 2019

By: _____
STEVEN C. AMUNDSON
ATTORNEYS FOR DEFENDANTS

Blumenthal Nordrehaug Bhowmik De Blouw 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 2015-2018

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

Nicholas J. De Blouw

Partner

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Janine Menhennet

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 1992, California

Educated: University of California, Berkeley ; Loyola Law School

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

Lo 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. Ameriquest 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; Aequitas 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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BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

MARCH 15, 2019

CHARLES SAN NICHOLAS

RE: GOLD'S GYM SOUTHERN CALIFORNIA
FILE NUMBER: CA1196.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/09/15	NBB	REVIEW COMPLAINT, ANALYZE, FINAL.	2.50	795	1,987.50
12/09/15 17	ND	REVIEW & REVISE COMPLAINT. SEND TO CLIENT FOR APPROVAL - PHONE CALL WITH CLIENT.	0.50	495	247.50
12/15/15	ND	ANALYSIS OF CASE DAMAGES, DRAFT CLIENT NOTES MEMO, CALL WITH CLIENT.	1.30	495	643.50
02/08/16	ND	CALL WITH CLIENT TO DISCUSS COMPLAINT ISSUES, STATUS.	0.30	495	148.50
04/04/16 17	KN	REVIEW & REVISE COMPLAINT; DRAFT SUMMONS AND COVER SHEET.	1.20	750	900.00
04/06/16 25	KN	PREPARE COMPLAINT FOR FILING; FILE COMPLAINT.	1.00	750	750.00
04/20/16 15	KN	REVIEW FILED DOCS; MEMO TO STAFF.	0.75	750	562.50
04/22/16 10	ND	DRAFT PAGA NOTICE.	0.80	495	396.00
05/12/16 25	KN	PREPARE COMPLAINT FOR SERVICE.	0.50	750	375.00
05/18/16 15	ND	REVIEW FILE - CALL CLIENT BACK TO DISCUSS STATUS, PAGA AMENDMENT.	0.40	495	198.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/26/16	CRJ	DRAFT FAC.	0.70	175	122.50
06/08/16	PM	SERVE FAC.	0.30	475	142.50
06/14/16 12	PM	TELEPHONE CONFERENCE WITH DEF RE FAC AND ARB; REVIEW ARB AGREEMENT.	0.50	475	237.50
06/14/16 12	VR	TELEPHONE CONFERENCE WITH DEF RE DISCOVERY ADN FAC, STATUS OF CASE; FOLLOW UP.	0.80	475	380.00
07/07/16	ND	CALL WITH CLIENT RE OTHER CLASS MEMBERS WARRANTY TO JOIN.	0.40	495	198.00
07/07/16 10	VR	DRAFT STATUS CONF STATEMENT, REVIEW CASE FILE AND STATUS; DOCKET.	0.60	475	285.00
07/08/16 11	VR	EXECUTE DOCUMENTS, FILE AND SERVE REQUEST TO CONT STATUS CONF.	0.80	475	380.00
07/08/16 15	VR	REVIEW CORR FROMD EF; ARB AGREEMENT.	1.20	475	570.00
07/11/16 15	VR	REVIEW CASE FILE, STATUS OF CMC.	0.40	475	190.00
07/12/16	ND	CALL WITH PUTATIVE CLASS MEMBER RE CASE STATUS, CLAIMS, REPRESENTATION.	0.40	495	198.00
07/15/16 08	VR	COURT APPEARANCE CMC AND PREP AND FOLLOW UP.	0.60	475	285.00
07/29/16	ND	CALLS WITH PUTATIVE CLASS MEMBERS RE STATUS, CLAIMS ETC.	0.50	495	247.50
09/07/16	ND	CALL WITH CLIENT RE STATUS, REVIEW FILE.	0.40	495	198.00
09/15/16 10	VR	DRAFT JOINT STATUS CONFERENCE STATEMENT; FOLLOW UP.	1.50	475	712.50
09/16/16 17	VR	REVIEW & REVISE JOINT STATUS CONFERENCE STATEMENT; EXECUTE AND FILE AND SERVE.	2.00	475	950.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/16/16 04	VR	CONFERENCE WITH ATTORNEY RE ARB AGREEMENT AND STRATEGY.	0.30	475	142.50
09/20/16	ND	CALL WITH PLAINTIFF RE STATUS, REVIEW CMC STATEMENTS.	0.60	495	297.00
09/23/16 08	VR	COURT APPEARANCE -INITIAL STATUS CONF; PREP; FOLLOW UP.	2.00	475	950.00
09/28/16 15	VR	REVIEW COURT ORDER AND FOLLOW UP RE SERVICE LIST AND TPA; FILE AND SERVE SERVICE LIST.	0.70	475	332.50
10/21/16 15	KN	REVIEW MOTION TO COMPEL ARB.	0.50	750	375.00
12/19/16	ND	CALL WITH PLANTIFF RE STATUS- REVIEW MOTION TO COMPEL ARBITRATION.	0.50	495	247.50
01/10/17 15	KN	REVIEW MOTION AND CASE STATUS.	0.50	750	375.00
01/17/17 10	KN	DRAFT OPPOSITION; LEGAL RESEARCH.	5.00	750	3,750.00
01/19/17 17	KN	REVIEW & REVISE OPPOSITION FOR FINAL; FILE AND SERVE.	1.50	750	1,125.00
01/26/17 17	KN	REVIEW & REVISE STIPULATION AND ORDER.	0.40	750	300.00
03/09/17 15	ND	REVIEW AND ANALYZE EMPLOYMENT DOC, FILES OF CONTRERAS.	2.50	495	1,237.50
06/09/17 06	VR	CORRESPONDENCE TO DEFENSE RE CMC; RESEARCH RE DOCKET AND STATUS.	0.60	475	285.00
06/12/17 04	VR	CONFERENCE WITH ATTORNEY KN RE STATUS OF CASE AND APPEAL; FOLLOW UP.	0.50	475	237.50
06/12/17 17	VR	REVIEW & REVISE JOINT STATUS CONFERENCE STATEMENT; FOLLOW UP.	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/15/17 11	VR	EXECUTE DOCUMENTS +FILE +SERVE CMC STATEMENT.	0.50	475	237.50
06/27/17 15	ND	REVIEW AND RESPOND TO CLIENT EMAIL; REVIEW STIP TO STAY; CALL TO DISCUSS.	0.40	495	198.00
09/06/17 15	ND	REVIEW AND RESPOND TO CLIENTS EMAIL; CALL TO DISCUSS	0.40	495	198.00
10/16/17 10	VR	DRAFT CMC STATEMENT	1.00	475	475.00
10/17/17 10	VR	DRAFT, FILE AND SERVE JOINT STATEMENT	1.00	475	475.00
12/21/17 04	VR	CONFERENCE WITH ATTORNEY KN RE STATUS AND STRATEGY	0.60	475	285.00
12/22/17 14	PM	LEGAL RESEARCH RE MOTION TO AMEND AND DRAFT MOTION TO AMEND	3.50	475	1,662.50
01/02/18 11	VR	EXECUTE DOCUMENTS; FILE AND SERVE JOINT STATEMENT	0.50	475	237.50
01/02/18 10	PM	DRAFT, REVIEW AND REVISE MOTION TO AMEND	1.00	475	475.00
01/08/18 17	PM	REVIEW & REVISE MOTION TO AMEND; REVIEW CASE DOCS AND CMO AND ANALYZE	0.50	475	237.50
01/09/18 10	PM	DRAFT JOINT STATEMENT RE AMENDED COMPLAINT; REVIEW AND REVISE STIP TO FILE SAC; REVIEW AND REVISE SAC	2.00	475	950.00
01/10/18 04	VR	CONFERENCE WITH ATTORNEY PM RE STATUS OF CASE AND STRATEGY	0.50	475	237.50
01/12/18 10	PM	DRAFT POSTING ON CASE ANYWHERE; REVIEW STATEMENT RE AMENDED COMPLAINT; REVIEW DOCKET	1.00	475	475.00
01/30/18 17	PM	REVIEW & REVISE SAC, FILE AND SERVE	0.60	475	285.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/19/18 10	VR	DRAFT AND CIRCULATE; REVIEW, FINALIZE, FILE AND SERVE CMC STATEMENT	1.00	475	475.00
05/30/18 10	ND	DRAFT THIRD AMENDED COMPLAINT; PAGA ONLY- REVIEW DOCS; INNER OFFICE EMAILS	2.80	495	1,386.00
06/01/18	RE	REVIEW FILE AND DRAFT STIP TO AMEND TAC; DRAFT DEC RE CRC 3.770CC AND REDLINE TAC; EMAIL TO DEF COUNSEL	2.00	475	950.00
06/04/18 10	VR	DRAFT STATUS CONF STATEMENT AND FOLLOW UP WITH DEF	1.70	475	807.50
06/06/18 10	VR	DRAFT JOINT STATEMENT RE MORRIS AND FOLLOW UP WITH DEF	1.50	475	712.50
06/06/18 11	VR	EXECUTE DOCUMENTS, FILE AND SERVE J STATEMENT	0.50	475	237.50
06/11/18 08	VR	COURT APPEARANCE, CMC RESEARCH, PREP AND FOLLOW UP	2.50	475	1,187.50
06/18/18	RE	REVIEW ARB AGREEMENT RE ARB DEMAND AND ANALYZE	0.40	475	190.00
06/18/18	RE	REVIEW FILE AND REVIEW CMC SUMMARY; UPDATE CHART RE STATUS OF STIP TO AMEND	0.50	475	237.50
06/19/18 04	VR	CONFERENCE WITH ATTORNEY RE RE STATUS OF CASE AND DISMISSAL	0.50	475	237.50
06/21/18	RE	FINISH ARB DEMANDS FOR CONTRERAS AND FILE	2.50	475	1,187.50
06/21/18	RE	FINAL ARB DEMANDS AND REVIEW AND SERVE VIA U.S. MAIL AND EMAIL TO AAA	1.30	475	617.50
06/21/18	RE	DRAFT STIPULATED ORDER OF DISMISSAL RE PAGA ONLY ACTION	1.00	475	475.00
06/21/18	RE	DRAFT DECL OF V.R RE DISMISSAL OF CLASS ALLEGATIONS RE CRC3.770	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/29/18 15	VR	REVIEW STATUS OF CASE; COURT'S ORDERS AND FOLLOW UP	1.00	475	475.00
07/03/18	RE	PAY FILING FEE RE CONTRERAS ARB	0.40	475	190.00
07/03/18	RE	PAY FILING FEE RE ARB	0.40	475	190.00
07/03/18	RE	REVIEW AAA CORR RE FILING FEE PAYMENT STATUS AND DEADLINE	0.30	475	142.50
07/03/18 10	VR	DRAFT JOINT STATEMENT, REVIEW CASE STATUS AND HISTORY	1.00	475	475.00
07/03/18	JH	REVIEW CORRESPONDENCE FROM AAA RE INITIAL FILING FEE; CORRESPONDENCE WITH OPPOSING COUNSEL RE SAME	0.40	475	190.00
07/05/18	RE	REVIEW FILE RE STATUS OF STIP FOR LEAVE TO AMEND AND UPDATE CHART	0.40	475	190.00
07/06/18 15	VR	REVIEW STATUS OF FILING AND FOLLOW UP	0.50	475	237.50
07/09/18	RE	FINAL REQUEST FOR DISMISSAL AND DECL IN SUPPORT AND FILE	0.70	475	332.50
07/11/18 15	VR	REVIEW COURTS ORDERS AND STATUS OF CASE	0.50	475	237.50
07/17/18	JH	REVIEW CORRESPONDENCE FROM AAA RE FILING FEES AND INITIAL CMC	0.40	475	190.00
07/27/18	JH	CORRESPONDENCE WITH OPPOSING COUNSEL AND AAA RE ARBITRATION	0.40	475	190.00
08/01/18	RE	REVIEW AAA CORR RE CONTRERAS AND PRICE	0.40	475	190.00
08/01/18	RE	DRAFT COMPLETE CHECKLIST FOR CONFLICTS	0.60	475	285.00
08/01/18	JH	REVIEW STRIKE LISTS FOR CONTRERAS AND PRICE ARBS; RESEARCH ARBITRATORS; DISCUSS	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WITH ND			
08/01/18	JH	REVIEW STRIKE LISTS FOR CONTRERAS AND PRICE ARBS; RESEARCH ARBITRATORS; DISCUSS WITH ND	1.00	475	475.00
08/17/18	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM AAA RE ARBITRATOR SELECTION	0.30	475	142.50
08/20/18	JH	REVIEW ARBITRATOR'S DISCLOSURES AND NOTICE OF COMPENSATION ARRANGEMENTS IN CONTRERAS	0.40	475	190.00
08/20/18	JH	REVIEW SUPPLEMENTAL STRIKE LIST; RESEARCH POTENTIAL ARBITRATORS; DISCUSS WITH ND	1.50	475	712.50
08/21/18	JH	REVIEW STATUS OF CONTRERAS ARBITRATION	0.40	475	190.00
09/05/18	JH	REVIEW CORRESPONDENCE FROM AAA RE INITIAL CMC; SET CALENDAR	0.30	475	142.50
09/14/18	JH	REVIEW RETAINER DOCUMENTS FOR HON. KATZ; REVIEW DISCLOSURES	0.50	475	237.50
09/24/18	JH	PREPARE AND APPEAR FOR INITIAL ARBITRATION CMC	1.30	475	617.50
09/24/18	JH	PREPARE AND APPEAR FOR INITIAL ARBITRATION CMC	1.30	475	617.50
09/25/18	RE	REVIEW AAA CORR RE TRIAL DATE	0.20	475	95.00
09/25/18	JH	REVIEW SCHEDULING ORDER COMPARED TO NOTES FROM CMC	0.40	475	190.00
09/25/18	JH	REVIEW SCHEDULING ORDER COMPARED TO NOTES FROM CMC	0.40	475	190.00
10/03/18 15	PM	REVIEW AND ANALYZE DOCKET AND ORDERS; DRAFT INTERNAL EMAIL RE THE SAME	0.70	475	332.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/09/18	JH	REVIEW FILE AND STATUS OF MATTER TO DETERMINE UPCOMING DEADLINES	0.40	475	190.00
10/10/18	JH	DRAFT DISCOVERY REQUESTS TO RESPONDENT IN CONTRERAS MATTER	1.00	475	475.00
10/12/18 04	VR	CONFERENCE WITH ATTORNEY RE RE STATUS CASE AND SERVICE; FOLLOW UP	0.50	475	237.50
10/15/18 15	VR	REVIEW COURT'S ORDERS AND DOCKET FILINGS; FOLLOW UP WITH RE	0.50	475	237.50
10/15/18	JH	PREPARE FOR AND ATTEND INITIAL ARBITRATION CMC	1.50	475	712.50
10/17/18	JH	FINALIZE AND SERVE CLAIMANT CONTRERAS'S FIRST SET OF DISCOVERY TO RESPONDENT	0.60	475	285.00
10/17/18	JH	CALL WITH CLAIMANT CONTRERAS RE INITIAL EXCHANGE OF DOCUMENTS	0.40	475	190.00
10/18/18	JH	FOLLOW UP CALL WITH CLIENT RE DOCUMENTS FOR INITIAL EXCHANGE	0.40	475	190.00
10/23/18	JH	TELEPHONE CALL WITH DEFENSE COUNSEL RE INITIAL COVINA DISCLOSURES AND SETTLEMENT DEMAND	0.40	475	190.00
10/25/18	JH	DRAFT DISCOVERY REQUESTS FOR CLAIMANT PRICE	1.00	475	475.00
10/26/18	JH	REVISE AND SERVE DISCOVERY REQUESTS FOR CLAIMANT PRICE	0.40	475	190.00
10/29/18 06	VR	CORRESPONDENCE TO DEF RE M&C AND CMC; FOLLOW UP	0.60	475	285.00
10/30/18 12	VR	TELEPHONE CONFERENCE WITH DEF RE CMC AND MEDIATION; DRAFT CMC STATEMENT AND FILE AND	2.00	475	950.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SERVE			
11/07/18 08	VR	COURT APPEARANCE, CMC PREP AND FOLLOW UP	1.50	475	712.50
11/07/18	RE	REVIEW FILE AND EMAIL TO AJ RE PROCEDURAL HISTORY	0.40	475	190.00
11/07/18	JH	CORRESPONDENCE WITH NEW DEFENSE COUNSEL RE UPCOMING DEADLINES	0.50	475	237.50
11/08/18	AJB	EXCHANGE EMAILS WITH DEFENSE RE: MEDIATION AND DEADLINES; REVIEW DEADLINES AND CALENDAR; REVIEW FILE AND ANALYZE CLAIM	1.50	695	1,042.50
11/08/18	AJB	CALL WITH DEFENSE RE SCOPE OF MEDIATION; ANALYZE DATA NEEDS; REVIEW AND RESPOND TO DEF'S REQUEST FOR A STAY	1.50	695	1,042.50
11/13/18 15	AJB	REVIEW FILE AND ANALYZE CLAIMS; RESEARCH POTENTIAL MEDIATORS AND ADVISE DEF OF AVAILABILITY	2.00	695	1,390.00
12/13/18	NBB	REVIEW DOCS; ANALYZE AND REVIEW LAW RE SETTLEMENT ISSUES	2.00	795	1,590.00
12/18/18 15	AJB	REVIEW FILE AND ANALYZE MEDIATION NEEDS	1.50	695	1,042.50
01/02/19	AJB	CALL DEF RE MEDIATION DATA. DRAFT MEDIATION BRIEF.	1.50	695	1,042.50
01/05/19 10	AJB	DRAFT MEDIATION BRIEF. REVIEW AND ANALYZE DOCS AND PROCEDURAL HISTORY OF CASE.	8.00	695	5,560.00
01/08/19	ND	REVIEW AND ANALYZE DATA PROVIDED BY DEF AND REVIEW AND ANALYZE DOCS FOR MEDIATION	4.00	495	1,980.00
01/10/19	NBB	REVIEW SETTLEMENT ISSUES AND ANALYZE LAW +DOCS; ADVISE AJ	2.75	795	2,186.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/10/19 10	AJB	DRAFT AND FILE MEDIATION BRIEF.	2.00	695	1,390.00
01/10/19	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT	2.50	475	1,187.50
01/11/19	NBB	REVIEW MEDIATION BRIEF AND ANALYZE SETTLEMENT ISSUES; ADVISE AJ	2.75	795	2,186.25
01/11/19 15	VR	REVIEW COURT'S ORDERS AND DOCKET; MEDIATION STATUS	0.70	475	332.50
01/18/19 15	KN	REVIEW MOU AND RESPOND TO AJ.	0.75	750	562.50
01/18/19 17	KN	REVIEW & REVISE MOU DRAFT; REVIEW CORRESPONDENCE.	0.80	750	600.00
01/18/19 15	ND	REVIEW AND ANALYZE MOU; DISCUSS WITH CO-COUNSEL AND SEND 2 REPS FOR SIGNATURES	1.20	495	594.00
01/18/19 06	VR	CORRESPONDENCE TO DEF RE NOTICE TO COURT AND UPCOMING CMC; RESEARCH CASE	1.00	475	475.00
01/18/19	RE	REVIEW MOU AND ANALYZE	0.50	475	237.50
01/21/19	ND	FOLLOW UP CALLS TO UNSIGNED PLAINTIFFS RE MOU AND REVIEW DOCS	1.00	495	495.00
01/21/19 06	VR	CORRESPONDENCE TO DEF RE NOTICE OF SETTLEMENT	0.50	475	237.50
01/22/19 15	VR	REVIEW AND EXECUTE JOINT STATEMENT RE SETTLEMENT AND CORRESPONDENCE TO DEF	0.60	475	285.00
01/23/19 12	KN	TELEPHONE CONFERENCE WITH DEF; REVIEW PLEADINGS AND STATUS; MEMO TO COUNSEL.	1.00	750	750.00
01/23/19	RE	PREPARE DOE AMENDMENT USING LOCAL FORM FOR 15 DOES	2.75	475	1,306.25
01/23/19	VR	REVIEW & REVISE JOINT	0.50	475	237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
17		STATEMENT RE MEDIATION AND CMC			
01/24/19	RE	DRAFT STIP FOR LEAVE TO AMEND TAC; EMAIL TO DEFENSE COUNSEL	0.70	475	332.50
01/25/19	RE	P/C BRANDON M RE STIP TO AMEND; PROPOSED ORDER; EMAIL TO KN RE SAME	0.40	475	190.00
01/25/19	RE	FILE STIP FOR LEAVE TO AMEND TAC	0.60	475	285.00
01/28/19	RE	PREP FOR HEARING; ATTEND HEARING & DRAFT SUMMARY FOR FILE	1.50	475	712.50
01/29/19	RE	VARIOUS W DEFENSE COUNSEL RE STATUS OF TAC ORDER	0.70	475	332.50
01/30/19	NBB	REVIEW MOU AND ANALYZE; OUTLINE SETTLEMENT AGREEMENT	3.00	795	2,385.00
01/30/19	RE	CALL WITH DEPT. 1 CLERK RE STATUS OF TAC ORDER; EMAIL TO D/C	1.50	475	712.50
02/01/19	RE	CHECK STATUS OF STIP RE TAC; EMAIL TO D/C	0.30	475	142.50
02/01/19	RE	PLACE ORDER TO OBTAIN CONFORMED COPY OF SIGNED ORDER RE TAC	0.40	475	190.00
02/04/19	RE	REVIEW ORDER RE TAC; EMAIL TO D/C; FINAL TAC, FILE AND SERVE	1.30	475	617.50
02/04/19 15	VR	REVIEW TAC AND SERVICE PROCEDURE	0.50	475	237.50
02/05/19	RE	DRAFT TAC WITH DOE DEFENDANTS & DRAFT RELATED ERRATA	1.00	475	475.00
02/05/19	RE	REVISE ERRATA RE TAC PER KN	0.80	475	380.00
02/05/19	RE	UPLOAD ALL COMPLAINT CONTAINING PAGA CLAIMS TO LWDA WEBSITE	0.60	475	285.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/05/19	RE	CONFERENCE WITH ND; DRAFT 2ND ERRATA RE TAC, FILE AND SERVE	0.70	475	332.50
02/05/19 15	KN	REVIEW EX PARTE PAPERS; TEL CONF WITH DEF; DISCUSS WITH NBB	1.50	750	1,125.00
02/05/19 14	KN	LEGAL RESEARCH RE EX PARTE.	0.75	750	562.50
02/05/19 10	KN	DRAFT OPP TO EX PARTE; REVIEW EX PARTE.	1.75	750	1,312.50
02/06/19	RE	REVIEW AND ANALYZE EX PARTE OPPO	1.00	475	475.00
02/06/19 15	KN	REVIEW DEF OPP TO EX PARTE.	0.70	750	525.00
02/07/19 17	KN	REVIEW & REVISE DRAFT AGREEMENT; EMAIL DEFENDANT.	3.00	750	2,250.00
02/13/19 12	KN	TELEPHONE CONFERENCE WITH BRANDON; REVIEW KIPFEL RESPONSE.	0.60	750	450.00
02/13/19 10	KN	DRAFT RESPONSE TO NOTICE OF RELATED CASE.	1.50	750	1,125.00
02/22/19 15	KN	REVIEW DEF REVISIONS TO AGREEMENT.	1.50	750	1,125.00
02/28/19	NBB	REVIEW PAGA APPROVAL LAW ANALYZE AND DRAFT MOTION PAPERS	2.75	795	2,186.25
03/04/19 15	KN	REVIEW REVISIONS; REVISE AGREEMENT.	1.75	750	1,312.50
03/08/19 12	KN	TELEPHONE CONFERENCE WITH DEF; CONF WITH CLERK; ANALYZE ISSUE.	0.90	750	675.00
03/11/19 15	KN	REVIEW STATUS AND EMAIL DEF.	0.30	750	225.00
03/13/19 06	KN	CORRESPONDENCE TO DEF.	0.25	750	187.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/13/19 10	KN	DRAFT MOTION FOR PAGA APPROVAL.	3.50	750	2,625.00
03/14/19 15	KN	REVIEW DRAFT AGREEMENT; REVISE AND FINAL; EMAIL DEF.	1.00	750	750.00
03/14/19 10	KN	DRAFT DECL ISO MOTION.	1.50	750	1,125.00
03/14/19 15	KN	REVIEW DEF COMMENTS ON MOTION AND PROPOSED ORDER; REVISE MOTIONS.	2.00	750	1,500.00
03/15/19 14	KN	LEGAL RESEARCH AND WORK ON MOTION; REVISE DECLARATION; FINAL MOTION.	3.50	750	2,625.00

TOTAL BILLED HOURS

A.J.BHOWMIK	18.00 hr @ 695.00	\$ 12,510.00
CHRYSTAL JOHNSON	0.70 hr @ 175.00	\$ 122.50
JEFF HERMAN	16.60 hr @ 475.00	\$ 7,885.00
KYLE NORDREHAUG	39.90 hr @ 750.00	\$ 29,925.00
NORMAN BLUMENTHAL	15.75 hr @ 795.00	\$ 12,521.25
NICK DEBLOUW	18.40 hr @ 495.00	\$ 9,108.00
PIYA MUKHERJEE	10.10 hr @ 475.00	\$ 4,797.50
RICO EHMANN	29.75 hr @ 475.00	\$ 14,131.25
VICTORIA RIVAPALACIO	36.70 hr @ 475.00	\$ 17,432.50

TOTAL PROFESSIONAL SERVICES

185.90

\$108,433.00

COSTS ADVANCED

04/11/16	COMPLEX FILING FEE.	1,435.00
04/30/16	MESSENGER - KNOX	74.75
05/31/16	MESSENGER - KNOX	104.25
06/03/16	ONLINE LEGAL COURIER.	34.95
06/30/16	MESSENGER - KNOX	104.25
07/08/16	ONLINE LEGAL COURIER.	42.86
07/11/16	COURTCALL - STASTUS CONF.	86.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/19/16	ONLINE LEGAL COURIER.	22.35
09/19/16	COURTCALL.	86.00
12/11/16	CASE ANYWHERE FEES.	100.20
01/31/17	LEXIS NEXIS	267.00
01/31/17	MESSENGER - KNOX	95.87
03/16/17	CASE ANYWHERE FEE.	125.00
06/15/17	COURTCALL	86.00
06/16/17	ONLINE LEGAL COURIER.	19.95
06/16/17	ONLINE LEGAL COURIER FEE.	19.95
10/17/17	ONLINE LEGAL COURIER FEE.	19.95
10/20/17	COURTCALL	86.00
01/01/18	LEXIS NEXIS	84.00
01/02/18	ONLINE LEGAL COURIER.	19.95
01/24/18	ONLINE LEGAL COURIER.	59.05
01/31/18	ONLINE LEGAL COURIER.	35.55
03/06/18	ONLINE LEGAL COURIER FEE.	19.95
03/14/18	CASE ANYWHERE FEE.	150.00
03/21/18	COURT CALL	86.00
06/07/18	ONLINE LEGAL COURIER FEE.	29.90
06/10/18	CASE ANYWHERE FEE.	130.00
07/02/18	AAA FILING FEE - PRICE.	300.00
07/02/18	AAA FILING FEE - CONTRERAS.	300.00
07/06/18	COURTCALL.	86.00
07/12/18	ONE LEGAL FILING FEE.	77.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/18/18	CASE ANYWHERE FEE.	64.00
11/01/18	COURTCALL.	86.00
12/06/18	CASE ANYWHERE FEE.	76.00
12/12/18	JAMS MEDIATION FEES.	4,700.00
01/31/19	MESSENGER - KNOX	106.75
02/07/19	EXPERT WITNESS AND CONSULTANTS -DM&A.	3,312.50
02/19/19	JAMS REFUND.	-1,250.00
03/13/19	MOTION FILING FEE.	<u>60.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 11,342.98</u>

