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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 MARIA CHONA RODRIGUEZ, an
14 individual, on behalf of herself, and on
15 behalf of all persons similarly situated,

16 Plaintiff,

17 vs.

18 EL TORO MEDICAL INVESTORS
19 LIMITED PARTNERSHIP, a Limited
20 Partnership; LIFE CARE CENTERS
OF AMERICA, INC., a Corporation;
and DOES 1 through 50, inclusive,

21 Defendants.
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CASE No. **8:16-CV-00059-JLS-KES**

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

Judge: Hon. Josephine L. Staton

Hearing Date: June 22, 2018
Hearing Time: 2:30 p.m.

Action Filed: January 15, 2016

1 I, Norman B. Blumenthal, declare as follows:

2 1. I am a partner in the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Maria Rodriguez ("Plaintiff") and Class
4 Counsel 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 Plaintiff's motion for final
6 approval of the settlement. The following facts are within my own personal knowledge,
7 and if called as a witness, I could and would testify competently to the matters stated
8 herein.

9 2. Over the course of the litigation, a number of attorneys in my firm have
10 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
11 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached
12 hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth
13 in Exhibit #1. The attorneys involved in this matter at Blumenthal Nordrehaug
14 Bhowmik De Blouw LLP have had extensive litigation experience, much of it in the area
15 of class actions, unfair business practices and other complex litigation. The attorneys at
16 my firm also have experience in class cases involving labor code violations and overtime
17 claims. Class Counsel has been previously approved as experienced Class Counsel this
18 Court, as well as by other state and federal courts throughout California. Class Counsel
19 has litigated similar cases against other employers. It is this level of experience which
20 enabled the firm to undertake the instant matter and to successfully combat the resources
21 of the defendant and its capable and experienced counsel.

22
23 3. Summary of the Proposed Settlement.

24 (a) A true and correct copy of the Class Action Settlement Agreement
25 ("Agreement") is attached hereto as Exhibit #2. To implement the terms of this
26 Settlement, Defendants agree to pay the Gross Settlement Amount of Six Hundred
27 Seventy-Five Thousand Dollars (\$675,000). This amount is the maximum settlement
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1 sum and is all-inclusive of all payments contemplated in final resolution of the remaining
2 first and second causes of action in this Action. (Agreement at ¶ III(A).) This Gross
3 Settlement Amount shall be an all-in payment with no reversion to Defendants. (Id.)
4 The Gross Settlement Amount will be used to fund: (i) the Settlement Shares; (ii) any
5 award of attorneys' fees and costs to Class Counsel or otherwise; (iii) the Class
6 Representative Service Payment; and, (iv) the fees and expenses of the Settlement
7 Administrator. After deduction of items (ii)-(iv), the remaining funds will constitute the
8 Net Settlement Amount to be distributed as the Settlement Shares to Participating Class
9 Members. (Agreement at ¶ III(C).)

10 (b) As per Paragraph III(C) of the Agreement, a participatory Class Members'
11 share will be calculated by dividing the Net Settlement Amount by the total number of
12 Participating Class Members on an equal pro rata basis, but in no event may the
13 individual settlement payment exceed \$1,000 for each Participating Class Member. The
14 excess amount, if any, shall be distributed as a cy pres distribution. (Agreement at ¶
15 III(C)(2).)

16 (c) Defendants shall fund the Gross Settlement Amount within 14 days after the
17 Effective Date of the Settlement by wire transfer and as agreed upon with the Settlement
18 Administrator. (Agreement at ¶ III(E)(9).) Within thirty (30) business days after
19 Defendants fund the Gross Settlement Amount, the Settlement Administrator will pay
20 to Participating Class Members their Settlement Shares; to Plaintiff her Class
21 Representative Service Payment; and to Class Counsel the Class Counsel Fees Payment
22 and the Class Counsel Litigation Expenses Payment. (Id.) Settlement checks issued to
23 the Participating Class Members shall remain valid for one-hundred and eighty (180)
24 calendar days from the date of issue. If any Participating Class Members do not cash
25 their settlement payment check before the void date, the funds from such uncashed
26 checks will be paid to the DLSE Unpaid Wage Fund in the name of the Participating
27 Class Member. (Agreement at ¶ III(E)(12).)

1 (d) KCC Class Action Services (formerly Gilardi & Co.) was appointed as
2 Settlement Administrator. All administrative fees, costs and expenses incurred by the
3 Settlement Administrator in connection with administering the Settlement will be
4 deducted from the Gross Settlement Amount in an amount not to exceed \$25,000.
5 (Agreement at ¶¶ III(B)(3) and III(D).) The Declaration of the Andy Morrison
6 (Settlement Administrator) at ¶10, submitted herewith, documents that the costs incurred
7 are \$22,450.

8 (e) Class Counsel have applied to the Court for an award of an amount up to 1/3
9 of the Gross Settlement Amount for reasonable attorneys' fees, and for reimbursement
10 of litigation costs not to exceed \$20,000. (Agreement at ¶ III(B)(2).) Plaintiff has also
11 applied for approval of Class Representative Service Payments in an amount not to
12 exceed \$10,000. (Agreement at ¶ III(B)(1).) [Doc. No. 90]. This motion is scheduled
13 for determination at the Final Approval Hearing and was filed during the pendency of
14 the objection period.

15 (f) The scope of the release by all Participating Class Members (all Class
16 Members other than those who elect not to participate in the Settlement) tracks the scope
17 of Plaintiff's allegations:

18 any and all claims, charges, causes of action, debts, liabilities, demands,
19 obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest,
20 damages (including but not limited to actual damages, statutory damages,
21 and punitive damages), restitution, injunctive relief, declaratory relief and
22 remedies of any other type during the Class Period through the date of
23 Preliminary Approval that were or could have been asserted in this Action
24 based on any facts, conduct, circumstances, transactions, events, policies,
25 procedures, occurrences, acts, disclosures, statements, omissions or failures
26 to act that are pled or that arise out of or are related to the facts, conduct,
27 circumstances, transactions, events, policies, procedures, occurrences, acts,
28 disclosures, statements, omissions or failures to act, which are asserted or
which could have been asserted in the First and Second causes of action of
the Complaint and First Amended Complaint, including any and all claims
that Plaintiff and the Participating Class Members have arising out of or
relating directly or indirectly in any manner whatsoever to the facts alleged
or which could have been alleged or asserted in the Complaint and First
Amended Complaint relating to the First and Second causes of action,
including but not limited to any and all claims under 15 U.S.C. § 1681b(b)
of the Fair Credit Reporting Act for actual damages, statutory damages,

1 punitive damages, injunctive relief, declaratory relief and attorneys' fees,
2 and any similar, analogous or tangential state law claims ("Released
Claims").

3 (Agreement at ¶ III(F)(1).)

4 (g) The settlement is fair, adequate and reasonable to the class and should be
5 finally approved. In sum, this settlement valued at \$675,000 is an excellent result and
6 provides the Class Members with the opportunity to receive a substantial recovery to
7 each individual. This result is particularly remarkable in light of the fact that liability in
8 this case was far from certain in light of the defenses asserted by Defendant.

9
10 4. Procedural status of the settlement. This Court preliminarily approved the
11 settlement by Order dated December 6, 2017. [Doc. No. 87]. In accordance with the
12 preliminary approval order, the required notice of the proposed settlement was
13 disseminated to the class of 2,501 members. The result was that there were no objections
14 and only three opt outs, which means that nearly the entire Class will be participating in
15 the Settlement.

16
17 5. Description of Plaintiffs' claims.

18 (a) During the relevant time period, Plaintiff alleges that Defendant used
19 employment application forms which violated FCRA. Plaintiff's First Amended
20 Complaint alleges two claims based upon alleged violations of the FCRA.

21 (b) The complaint as amended set forth two claims for violation of the FCRA
22 and the other claims were dismissed.

23
24 6. Procedural History of the Litigation

25 (a) On January 15, 2016 Plaintiff filed a Complaint against Defendants in the
26 United States District Court, Central District of California. Plaintiff asserted claims
27 against Defendants for: (1) Violation of the Fair Credit Reporting Act (FCRA) for failure
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1 to make proper disclosures (15 U.S.C. § 1681, et seq.); (2) Violation of the Fair Credit
2 Reporting Act for failure to obtain proper authorization (15 U.S.C. § 1681, et seq.); (3)
3 Unfair competition in violation of California Business and Professions Code §17200 et
4 seq.; (4) Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 & 1198, et
5 seq.; (5) Failure to provide accurate itemized wage statements in violation of California
6 Labor Code § 226; and, (6) Failure to timely provide wages due in violation of California
7 Labor Code §§ 201, 202, and 203. On March 15, 2016, Plaintiff filed a First Amended
8 Complaint adding a claim under the Private Attorneys General Act, Cal. Labor Code §§
9 2698 et seq. ("PAGA").

10 (b) Defendants filed a motion for dismiss the Fair Credit Reporting Act claims on
11 August 9, 2016. [Doc. No. 23]. On November 16, 2016, the Court denied Defendants'
12 motion to dismiss these FCRA claims (causes of action numbers 1 and 2). [Doc. No. 50].
13 On January 25, 2017, the Court granted the Parties' stipulation to dismiss Plaintiff's
14 Third, Fourth, Fifth, Sixth and Seventh causes of action. As a result, only the FCRA
15 claims remained in the Action. On January 31, 2017, Defendants filed an Answer to the
16 First Amended Complaint, which denied Plaintiff's claims and allegations in their
17 entirety and alleged nineteen affirmative defenses.

18 (c) In the Action currently, Plaintiff's First Amended Complaint only alleges two
19 claims based upon alleged violations of the FCRA. This is because Plaintiff's wage and
20 hour claims against Defendants as alleged in the Third, Fourth, Fifth, Sixth and Seventh
21 causes of action of the First Amended Complaint and all allegations related thereto have
22 been dismissed in their entirety. Defendants vigorously deny and continue to deny all
23 of the material allegations asserted in the Action, and denies that it has violated any law
24 or other obligation to the Plaintiff or the Class.

25 (d) During the course of litigation, the Parties each performed analysis of the
26 merits and value of the claims. Prior to settlement discussions, Defendants produced
27 information and documentation concerning its policies and the composition of the Class.
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1 The parties agreed to negotiate a settlement in an attempt for early resolution of the
2 Action.

3 (e) Plaintiff and Defendants have engaged in investigation in connection with the
4 Action, including the informal exchange of information regarding the number of possible
5 class members, Defendants' background check release, and other relevant issues. Class
6 Counsel has thoroughly analyzed the value of the Class Members' claims during the
7 prosecution of these Action. This discovery, investigation, and prosecution has included,
8 among other things, (a) multiple meetings and conferences with Plaintiff; (b) inspection
9 and analysis of the documents and materials produced by Plaintiff and Defendants; (c)
10 analysis of the various legal positions taken and defenses raised by Defendants; (d)
11 investigation and law and motion regarding the claims; (e) analysis of potential
12 class-wide recovery; (f) research of the applicable law with respect to the claims asserted
13 in the Action and the potential defenses thereto; (g) the exchange of information through
14 informal discovery; and, (h) assembling data for calculating damages/penalties. The
15 investigation conducted in this matter, as well as discussions between counsel, have been
16 more than sufficient to give the Plaintiff and Class Counsel a sound understanding of the
17 merits of their positions and to evaluate the worth of the claims of the Class Members
18 in light of the defenses to them. Plaintiff and Class Counsel believes that the settlement
19 with Defendants for the consideration and on the terms set forth in the Agreement is fair,
20 reasonable, and adequate and is in the best interest of the Class in light of all known facts
21 and circumstances, including the risk of significant delay, the likelihood that Defendants
22 would prevail on its defenses, and numerous potential appellate issues.

23 (f) Defendants do not admit any liability and denies and wrongdoing and denied
24 that the Class Members are entitled to any recovery. Defendants deny any and all
25 allegations relating to this matter, including, amount other things, that it has violated the
26 FCRA, or that it otherwise violated its legal obligations. Defendants have asserted
27 several affirmative defenses, including the lack of standing under *Spokeo v. Robins*, 136
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1 S. Ct. 1540 (2016), and that the claims were based on individualized facts and were not
2 appropriate for class certification. Defendants maintain that they have acted lawfully at
3 all times.

4 (g) On May 16, 2017, the Parties participated in a good-faith, arms-length
5 mediation presided over by David A. Rotman, Esq., a prominent and experienced
6 mediator of class actions. Mediator Rotman assisted the parties in their negotiations and
7 was ultimately able to facilitate a settlement pursuant to the terms and conditions of a
8 mediator's proposal. The principal terms of which were memorialized by the Parties in
9 a signed Memorandum of Understanding executed on executed on May 19 and May 22,
10 2017. Based on those negotiations and additional arms-length settlement discussions
11 between the Parties, the Parties agreed to settle the Action on the terms and conditions
12 set forth in the Agreement. The Court granted preliminary approval of the Agreement
13 by Order dated December 6, 2017 [Doc. No. 87].)

14
15 7. History of Settlement Discussions

16 (a) Class Counsel has conducted a thorough investigation into the facts of the
17 class action, including a review of relevant documents and data and a diligent
18 investigation of the Class Members' claims against Defendants. Class Counsel also
19 prepared a class-wide valuation based upon the class information and the FCRA. Based
20 on the foregoing documents and data, and their own independent investigation and
21 evaluation, Class Counsel is of the opinion that the settlement with Defendants for the
22 consideration and on the terms set forth in the Agreement is fair, reasonable, and
23 adequate in light of all known facts and circumstances, including the risk of significant
24 delay, defenses asserted by Defendants, and numerous potential appellate issues. The
25 parties and their counsel recognize that, in the absence of an approved settlement, they
26 would face a protracted litigation course, a contested motion for certification, motions
27 for summary judgment, and trial and appellate proceedings that would consume time and
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1 resources and present each of them with ongoing litigation risks and uncertainties.

2 (b) Settlement negotiations took place between experienced counsel. The May
3 16, 2017 mediation session before David Rotman, Esq., was contentious and arm's
4 length. For the mediation, lengthy mediation briefs were researched and prepared. The
5 parties prepared valuations under possible outcome scenarios. During the mediation
6 negotiations, which were both contentious and arm's-length, Defendants vigorously
7 disputed liability, and the amount of compensation owed to the Class. Moreover,
8 Defendants argued that the class could not be obtained and maintained through trial
9 because ultimately individual issues predominated that would to be separately
10 determined for each Class Member based on their individual experience. While other
11 cases have approved class certification in FCRA claims, class certification in this action
12 would have been hotly disputed. As a result of this mediation process, the parties were
13 ultimately able to reach a settlement pursuant to a mediator's proposal. The Parties, after
14 formal mediation and settlement, reached this agreement based upon the experience of
15 counsel and the uncertainties of protracted litigation. As a result of the mediation
16 process, the parties reached a settlement that they believe to be fair and reasonable in
17 light of the experience of the Parties' attorneys as Counsel in other cases, and the
18 uncertainties and cost of the years of litigation the Parties faced if the settlement was not
19 reached. Most importantly, Plaintiff and Class Counsel believe that this settlement is
20 fair, reasonable and adequate.

21 (c) After the settlement negotiations, the specific terms of the Agreement required
22 additional negotiation before the final written agreement could be signed. Even after the
23 parties reached an agreement as to the basic terms, Class Counsel had to ensure that the
24 terms of the final settlement agreement were fair to every member of the class and
25 retained the requisite opportunities for notice, exclusion, and objection in accordance
26 with class action law. The Settlement reached represents a compromise and settlement
27 of highly disputed claims..
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1 (d) After the mediation, the specific terms of the settlement required additional
2 negotiation before the final written agreement could be signed. Class Counsel began the
3 process of reviewing the settlement terms and drafting the Agreement and exhibits. Even
4 after the parties reached an agreement, Class Counsel had to ensure that the terms of the
5 Settlement were fair to every member of the class and contained the requisite
6 opportunities for notice, exclusion, and objection in accordance with California class
7 action law. By October 2017, the settlement was finalized and executed. Class Counsel
8 filed the preliminary motion requesting Court approval of the settlement. [Doc. No. 80].

9 By order dated December 6, 2017, this Court granted preliminary approval of the
10 settlement. [Doc. No. 87.] Notice of the settlement providing class members with notice
11 and an opportunity to obtain monetary relief, to opt out, or to object was then mailed by
12 the Claim Administrator to the Class members on or about December 28, 2017 to the
13 2,501 individuals who comprise the Class.

14 (e) Importantly, the fairness of this settlement is evidenced by the overwhelmingly
15 positive response of the Class. As will be detailed in the Declaration of the Settlement
16 Administrator, there were no objections and three opt outs, such that nearly the entire
17 Class will be participating in the Settlement and will be mailed a check for their
18 Settlement Share. The absence of any objections evidences the very favorable reception
19 of the class to this Settlement.

20 (f) Based on the complexity of the case, the novelty of the legal issues, the
21 substantial risks and uncertainty of the outcome on both liability and certification issues,
22 as well as the need to establish damages, Plaintiff believes that the Settlement is an
23 excellent one and is fair and in the best interests of the Class Members. There can be no
24 doubt that counsel for both parties possessed sufficient information to make an informed
25 judgment regarding the likelihood of success on the merits and the results that could be
26 obtained through further litigation, given the relative strengths and weaknesses of their
27 positions.

1 (g) Importantly, every Class Member was given the opportunity to participate in
2 the Settlement under the same terms. Nearly the entire Class elected to participate in the
3 Settlement and will be mailed a check for their Settlement Share. Here, given the fact
4 that only no Class Member objected and nearly all of Class Members elected to
5 participate in the settlement, the Court can conclude that the settlement is fair, reasonable
6 and adequate.

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

8 (a) The complexities and duration of further litigation cannot be overstated. Here,
9 a number of defenses asserted by Defendants present serious threats to the claims of
10 Plaintiffs and the other Class Members. Here, a number of defenses asserted by
11 Defendants presented serious threats to the claims of Plaintiff and the other Class
12 Members. Defendants contend that their practice complied with all applicable laws.
13 First, in its answer, Defendants denied all of Plaintiff's substantive allegations. Second,
14 statutory damages under the FCRA — ranging from \$100 to \$1,000 — are only available
15 if Plaintiff establishes that Defendants violated the FCRA willfully. 15 U.S.C. §
16 1681n(a)(1)(A). This could be a significant hurdle under the Supreme Court's opinion
17 in *Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 57-59, 127 S. Ct. 2201, 167 L. Ed. 2d
18 1045 (2007), which left open a defense for a defendant's reasonable or even careless
19 construction of a statute. Third, Some district courts have ruled that a disclosure form
20 that contains other information—for instance, a liability waiver—does not violate the
21 FCRA. E.g., *Smith v. Waverly Partners, LLC*, 2012 U.S. Dist. LEXIS 119403, 2012 WL
22 3645324, at *6 (W.D.N.C. Aug. 23, 2012); *Burghy v. Dayton Racquet Club, Inc.*, 695
23 F. Supp. 2d 689, 699 (S.D. Ohio 2010). Finally, the court may find remitter/reduction
24 of the statutory damages appropriate. See e.g. *Klingensmith v. Max & Erma's*
25 *Restaurants, Inc.*, 2007 U.S. Dist. LEXIS 81029, 2007 WL 3118505, at *5 (E.D.Pa.
26 2007). If successful, Defendants' defenses could eliminate or substantially reduce any
27 recovery to the Class. While Plaintiff believes that these defenses could be overcome,
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1 Defendants maintain these defenses have merit and therefore present a serious risk to
2 recovery. Moreover, there was also a significant risk that, if the Action was not settled,
3 Plaintiff would be unable to obtain class certification and maintain a certified class
4 through trial, and thereby not recover on behalf of anyone other than themselves.
5 Certifying a class encompassing approximately 2,500 prospective employees presents
6 complex issues that could undermine certification. At the time of the settlement
7 negotiations, Defendants opposed the propriety of class certification, arguing that
8 individual issues precluded class certification. While other cases have approved class
9 certification of FCRA claims, class certification in this action would have been hotly
10 disputed and was by no means a foregone conclusion.

11 (b) Even if Plaintiff was successful on class certification and at trial, there is little
12 doubt that Defendants would post a bond and appeal in the event of an adverse judgment.
13 A post-judgment appeal by Defendants would have required many more years to resolve,
14 assuming the judgment was affirmed. If the judgment was not affirmed in total, then the
15 case could have dragged on for years after the appeal. The benefits of a guaranteed
16 recovery today, of the very remedy that Plaintiff would seek at trial, outweigh an
17 uncertain result years in the future.

18 (c) Both Plaintiff and Class Counsel recognize the expense and length of a trial
19 in this action against Defendants through possible appeals which could take at least
20 another three years. Class Counsel also have taken into account the uncertain outcome
21 and risk of litigation, especially in complex actions such as this Action. Class Counsel
22 are also mindful of and recognize the inherent problems of proof under, and alleged
23 defenses to, the claims asserted in the Action. Moreover, post trial motions and appeals
24 would have been inevitable. Costs would have mounted and recovery would have been
25 delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and
26 Class Counsel believe that the settlement confers substantial benefits upon the Class
27 Members, and have determined that the settlement set forth in the Agreement is in the
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1 best interest of the Class.

2 (d) Defendants opposed Plaintiff's claims, and argued that Defendants complied
3 fully with the law. The factual defenses asserted by Defendants presented serious risks
4 to establishing liability. Plaintiff obtained information concerning the Defendant's
5 practices, as well as necessary data regarding the Class Members. The parties then
6 decided to use the services of a mediator to see if the case could be resolved, and
7 engaged David Rotman for this purpose.

8 (e) The Settlement in this case represents a substantial benefit for the Class. In
9 advance of negotiations, Class Counsel received class information, which permitted
10 Class Counsel to make an intelligent evaluation. For the individuals whose claims are
11 at issue in these Action, Class Counsel reviewed the data and used information provided
12 by Defendants to determine the potential value of the claim for purposes of settlement.
13 Plaintiff calculated the alleged maximum damages that could be recovered if she
14 prevailed. The FCRA provides for statutory damages of \$100 to \$1,000 per willful
15 violation. 15 U.S.C. § 1681n. Using the class data, based upon the allegations of the
16 FCRA claims, Plaintiff calculated that at \$100 to \$1,000 per violation under FCRA for
17 the 2,503 unlawful forms Defendants used the range of exposure is \$250,000 to \$2.5
18 million. The settlement of \$675,000, before deductions, represents far more than the
19 bottom of the range and 27% of the maximum damages for the Class, assuming these
20 amounts could be proven in full at trial. This settlement amount is fair and reasonable
21 given the defenses asserted by Defendants. Because the alternative to this Settlement
22 could likely be the Class receiving nothing, Class Counsel accepted the settlement as fair
23 and reasonable.

24 (f) A comparison of recently approved FCRA settlements involving similar facts
25 further confirms the reasonableness of this settlement. The Court in *Pietras v. Sentry*
26 *Ins. Co.*, 513 F. Supp. 2d 983, 985 (N.D. Ill 2007), cited "cited eighteen cases, which
27 settled for an average of \$ 34.59 per class member." The settlement in this acase far
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1 exceeds this range. Similarly, in *Bailes v. Lineage Logistics, LLC*, 2016 U.S. Dist.
2 LEXIS 110943 (D. Kan 2016), the District Court approved a FCRA class settlement
3 which provided for a fund of \$149,205 for a class of 3,430, which correlates to \$43.50
4 per person.¹ Here, the settlement fund also exceeds the settlement approved in *Bailes*,
5 because the fund is \$675,000 for a class of 2,503, which correlates to \$270 per person.
6 In *Hawkins v. S2Verify*, 2016 U.S. Dist. LEXIS 153576, at *3 (N.D. Cal. 2016), the
7 District Court approved a settlement fund of \$1,090,750.00 for the estimated 4,363 class
8 members, which amounts to approximately \$250 per person. Judge Alsup noted that the
9 *Hawkins* settlement “amount falls within the range of statutory damages that would be
10 available to individual class members under FRCA, i.e., ‘not less than \$100 and not more
11 than \$1,000.’” *Id.* The settlement in this case exceeds the per person amount approved
12 in *Hawkins* and similarly falls within the range of statutory damages.

13 (g) It is impossible to predict with certainty whether, under the facts of this
14 case, Plaintiffs would prevail against the Defendants’ factual and legal defenses. While
15 Plaintiff and Class Counsel believe in the merits of the claims, Defendants have asserted
16 real and substantial defenses to them. Settlement in this case clearly benefits the
17 settlement class when measuring the strengths of the case and the risk of establishing
18 liability and damages.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed this 8th day of October, 2017, at San Diego,
21 California.

22 s/Norman B. Blumenthal
23 NORMAN B. BLUMENTHAL

24 _____
25 ¹ See also *Lengel v. HomeAdvisor, Inc.*, 2017 U.S. Dist. LEXIS 10471, at *22 (D. Kan 2017)
26 (approving FCRA settlement of \$115 per person, and noting that other courts have approved
27 FCRA settlements which were less than \$100 per person). *Singleton v. Domino's Pizza, LLC*,
28 976 F. Supp. 2d 665 (D. Md. 2013) (approving 2.5 million reversionary settlement for 45,000 people).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner

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

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Victoria Rivapalacio

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Admitted: 2011, California

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

Molly A. Desario

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2004, California; 2002, Maryland

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015); Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015); Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v.

Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010).

LEAD COUNSEL - CLASS ACTION & REPRESENTATIVE CASES

Sakkab v. Luxxotica Retail North America – In Litigation, On Appeal
 United states District Court, Southern District of California; U.S. Court of Appeals 9th Circuit
The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Los Angeles County Superior Court, JCC Proceeding No. 4837

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

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

Sussex v. Turnberry / MGM Grand Towers - In Litigation, U.S. Court of Appeals 9th Circuit
The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).

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

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

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

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

4G Wireless Wage Cases - Settled

Orange County Superior Court, JCCP No. 4736

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Classic Party Rentals Wage & Hour Cases - Settled

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

Nature of Case: Off the Clock; Labor Code Violations

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

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aburto v. Verizon - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

San Diego County Superior Court, Case No. GIC819546

Nature of Case: Unfair Competition - Bank Interest Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Agah v. CompUSA - Settled

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

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

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

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

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

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

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

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

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

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

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

Bell v. John Stewart Company - In Litigation

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

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

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

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

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

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

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

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

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

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

Brueske v. Welk Resorts - Settled

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

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

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

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

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

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

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

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

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

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

Cohen v. Bosch Tool - Settled

San Diego Superior Court, Case No. GIC 853562

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

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

San Diego County Superior Court, Case No. GIC820803

Nature of Case: Unfair Competition - Force Order Insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Conley v. Norwest - Settled

San Diego County Superior Court, Case No. N73741

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Connell v. Sun Microsystems - Settled

Alameda Superior Court, Case No. RG06252310

Nature of Case: Labor Code Violations

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

Corrente v. Luxe Valet, Inc. - In Litigation

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

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

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

Cruz v. Redfin Corporation - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

Class Certification Granted

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

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

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

United States Court of Appeals for the Ninth Circuit

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

Nature of Case: ERISA Claim

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

Danford v. Movo Media - Settled

San Diego Superior Court

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

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

San Diego Superior Court, Case No. JCCP 4042

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

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

Davis v. Genex Holdings Inc. - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Davis v. Clear Connection, LLC - In Litigation

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

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

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

Day v. WDC Exploration - Settled

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

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dedrick v. Hollandia Dairy - In Litigation

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

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

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

Delmare v. Sungard Higher Education - Settled

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

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

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

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dewane v. Prudential - Settled

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

Nature of Case: Labor Code Violations

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

Diesel v. Wells Fargo Bank - Settled

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

Nature of Case: Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dirienzo v. Dunbar Armored - Settled

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

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

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

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

Class certification Granted, *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014);

Settled;

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dodds v. Zaven Tootikian – Settled

Los Angeles County Superior Court, Case No. BC494402

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

Alameda County Superior Court, Case No. RG15772362

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Downtown Inns v. Pac Bell - Settled

California Public Utilities Commission

Nature of Case: Illegal Charge

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill

Drumheller v. Radioshack Corporation - Settled

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

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Enger v. Kaiser Foundation Health Plan - Settled

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

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

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

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fallah v. Cingular Wireless - Settled

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

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal & Nordrehaug

Fierro v. Chase Manhattan - Class Certification Granted, Settled

San Diego Superior Court, Case No. GIN033490

Nature of Case: Unfair Competition - Bank Interest Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Figueroa v. Circle K Stores, Inc. - Settled

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

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

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

Fletcher v. Verizon - Settled

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

Francisco v. Diebold - Settled

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

Friend v. Wellpoint - Settled

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

Frudakis v. Merck Sharp & Dohme

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

Fulcher v. Olan Mills, Inc. - Settled

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

Gabisan v. Pelican Products - Settled

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

Galindo v. Sunrun Installation Services Inc. - In Litigation

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

Gallagher v. Legacy Partners Commercial - Settled

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

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gauthier v. Apple, Inc. – In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ghattas v. Footlocker Retail, Inc. – Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

Orange County Superior Court, Case No. 762321

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gill v. Parabody, Inc. - Settled

San Diego Superior Court

Nature of Case: Product Defect

Plaintiff's Counsel: Blumenthal & Nordrehaug

Goerzen v. Interstate Realty Management, Co. - Settled

Stanislaus County Superior Court, Case No. 679545

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gomez v. Enterprise Rent-A-Car - Settled

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

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gordon v. Wells Fargo Bank - Settled

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

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Goodman v. Platinum - In Litigation

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

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

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

Grabowski v. CH Robinson - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Greer v. Fleet Mortgage - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Bank Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gross v. ACS Compiq Corporation - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gripenstraw v. Buffalo Wild Wings - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gruender v. First American Title - Settled

Orange County Superior Court, Case No. 06 CC 00197

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

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

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gujjar v. Consultancy Services Limited - Settled

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

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

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

Gutierrez v. Five Guys Operations, LLC - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hahn v. Circuit City – Settled

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

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

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

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

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

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

Handler v. Oppenheimer

Los Angeles Superior Court, Civil Action No. BC343542

Nature of Case: Labor Code Violations

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

Harley v. Tavistock Freebirds, LLC - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hughes v. Parexel International - Settled

Los Angeles County Superior Court, Case No. BC485950

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

Defendant's Motion for Summary Judgment Denied;

Sonoma County Superior Court, Case No. SCV-253801

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Irving v. Solarcity Corporation – In Litigation

San Mateo County Superior Court, Case No. CIV525975

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jacobs v. Nu Horizons - Settled

Santa Clara County Superior Court, Case No. 111cv194797

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

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

Jones v. E*Trade Mortgage - Settled

U.S. District Court, Southern District California

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

Nature of Case: TILA Violations

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

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

U.S. District Court, Southern District California,

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

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

King v. Nordstrom - Settled

San Diego Superior Court

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Kinney v. AIG Domestic Claims / Chartis - Settled

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

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

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

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kove v. Old Republic Title - Settled

Alameda County Superior Court, Case No. RG09477437

Nature of Case: Unfair Competition, Failure to Pay Commissions

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

Krellcom v. Medley Communications, Inc. - Settled

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

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

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

Ladd v. Extreme Recovery, LP - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Langille v. EMC - Settled

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

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

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

Lawson v. Marquee Staffing - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lemmons v. Kaiser Foundation Hospitals, Inc. - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Levine v. Groeniger - Settled

Alameda County Superior Court, Case No. RG09476193

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

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

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

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

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

Nature of Case: Lender Placed Insurance Overcharges

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

Litton v. Diebold, Incorporated – In Litigation

San Mateo County Superior Court, Case No. CIV524776

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lopez v. K-Mart

Ventura County Superior Court, Case No. BC351983

Nature of Case: Overtime - Unfair Business Practice

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

Louie / Stringer v. Kaiser - Settled

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

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

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

Lucero v. Sears - In Litigation

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

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

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

Lucero v. Kaiser Foundation Hospitals, Inc. - Settled

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

Nature of Case: Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magallanes v. TSA Stores, Inc. - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magana v. El Pollo Loco, Inc. - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Maitland v. Marriott - Settled

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

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

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

Mandell v. Republic Bank - Settled

Los Angeles County Superior Court

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Mann v. NEC Electronics America - Settled

Santa Clara County Superior Court, Case No. 109CV132089

Nature of Case: Meal and Rest Break Violations

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

Manzanarez v. Home Savings of America - Settled

San Francisco Superior Court

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Marchese v. Ty, Inc. - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Yahoo, Inc. - Settled

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

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

Matloubian v. Home Savings of America - Settled

San Diego Superior Court

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

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

McDermott v. Catalina Restaurant Group Inc. - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

McMeans v. ScrippsHealth, - Settled

San Diego Superior Court

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

McPhail v. First Command - Settled

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

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

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

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

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Medina v. Universal Protection Service, LP - In Litigation

Santa Clara County Superior Court, Case No. BC572848

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Meierdiercks v. 8x8, Inc. - Settled

Santa Clara County Superior Court, Case No. 110CV162413

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

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

Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted

Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017)

Nature of Case: Nurse Case Manager Overtime Misclassification

Meyer v. Thinktank Learning, Inc. - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Moreno v. Garden Fresh Restaurant Corp. - In Litigation

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

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

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

Morse v. Marie Callender Pie Shop - Settled

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

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

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

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

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

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

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

Muntz v. Lowe's HIW - Settled

San Diego County Superior Court, Case No. GIC880932

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Najarian v. Macy's West Stores - Settled

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

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

Brazoria County District Court, Texas

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nelson v. Avon Products, Inc. -

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

Settled;

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nguyen v. Wells Fargo Home Mortgage - Settled

Orange County Superior Court, Case No. 05 CC 00116

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Ochoa v. Eisai, Inc.

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

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ogans v. Nationwide Credit, Inc. - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ohayon v. Hertz - Settled

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

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

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

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

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

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

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

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

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

Picus v. Wal-Mart Stores - Settled

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

Pittard v. Salus Homecare - Settled

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

Port v. Southern California Permanente Medical Group - Settled

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

Postema v. Lawyers Title Ins. Corp. - Settled

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

Pratt v. Verizon - Settled

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

Proctor v. Ameriquest - Settled

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

Ralphs v. Blockbuster, Inc. – Settled

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

Ramirez v. Estenson Logistics, LLC - In Litigation

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

Ramos v. Countrywide - Settled

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

Rangel v. Balboa Ambulance - Class Certification Granted, Settled

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

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

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

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

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

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

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

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

Rieve v. Coventry Health Care -
Summary Judgment *Sua Sponte* Granted for Plaintiff,
Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)
Settled
Nature of Case: Misclassification, Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

Roeh v. JK Hill - Settled

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

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

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

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

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

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

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

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

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

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

Sawyer v. Vivint, Inc. – In Litigation

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

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

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

Sayaman v. Baxter Healthcare - Settled

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

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

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

Schuler v. Ecolab, Inc. - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

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

Scott v. Blockbuster, Inc. – Settled

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

Nature of Case: Unlawful Late Fees

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

Serrato v. Sociedad Textil Lonia, Corp. - Settled

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

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

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Shrivastara v. Fry's Electronics - Settled

Santa Clara County Superior Court, Case No. 111cv192189

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sirota v. Swing-N-Slide - Settled

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

Nature of Case: Fraudulent Stock Buy Back-Derivative Claim

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

Skillett v. FPI Management, Inc. - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Small v. Kaiser Foundation Hospitals - Settled

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Smith v. Kaiser Foundation Hospitals - Settled

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

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

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

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

Alameda County Superior Court, Case No. RG14734322

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sones v. World Savings / Wachovia - Settled

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

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

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

Spradlin v. Trump - In Litigation

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

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

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

Steele v. Kaiser Foundation Health Plan - Settled

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

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

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

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

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

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

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

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

Los Angeles Superior Court, JCCP4363

Nature of Case: Unfair Competition - Sale of Illegal Products

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

Stevens v. Robinsons-May - Settled

San Diego Superior Court

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Strauss v. Bayer Corporation - Settled

United States District Court, District of Minnesota

Nature of Case: Baycol Products Liability Litigation

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Fleishman & Fisher

Sustersic v. International Paper Co. - Settled

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

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

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

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

Los Angeles County Superior Court, Case No. BC590870

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Talamantez v. The Wellpoint Companies, Inc. - Settled

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

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

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

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

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

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

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

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

Tauber v. Alaska Airlines, et al. - Settled

Los Angeles Superior Court

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

Plaintiff's Counsel: Blumenthal & Nordrehaug

Thai v. Staff Assistance, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC567943

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

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

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Trujillo v. LivHome - Settled

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

San Diego County Superior Court, Case No. JCCP4570

Nature of Case: Overtime and Labor Code Violations

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

Tull v. Stewart Title - Settled

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

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

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

Turner v. C.R. England - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Turner v. Ampac Fine Chemicals, LLC - In Litigation

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

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

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Valadez v. Schering-Plough - Dismissed

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

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Van Gorp v. 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; Aequis Law Group

Caushon v. General Motors Corp. - Settled

In re Automobile Antitrust Cases

San Diego Superior Court, coordinated in San Francisco

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug

Dibella v. Olympic Financial - Settled

U.S. District Court, District of Minnesota

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Doyle v. Lorna Jane USA, Inc. – Settled

Los Angeles County Superior Court, Case No. BC526837

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

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

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

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

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

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

Ferrari v. Read-Rite - Settled

U. S. District Court, Northern District of California

Nature of Case: Securities Fraud

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

Forever 21 Wage and Hour Cases - Settled

San Diego County Superior Court, JCC Proceeding No. 4745

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

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

Hart v. United States Tobacco Co. - Settled

Los Angeles Superior Court

Coordinated in Smokeless Tobacco Litigation

Nature of Case: Unfair Competition; Antitrust

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

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

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

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

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

In re Walgreen Co. Wage and Hour Litigation - Settled

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

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

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

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

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

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

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

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

Superior Court, Sacramento

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

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

Kensington Capital v. Oakley - Settled

U. S. District Court, Southern District of California

Nature of Case: Securities Fraud

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

Kensington Capital v. Vesta - Settled

U. S. District Court, Northern District of Alabama

Nature of Case: Securities Fraud

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

Lopez v. Tire centers, LLC - Settled

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

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

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

Manaster v. SureBeam - Settled

United States District Court

Nature of Case: Violation of Securities Act

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

Miller v. Western Athletic Clubs, LLC - Settled

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

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

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

Moffett v. WIS International - Settled

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

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

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

Perez v. Urban Outfitters, Inc. - In Litigation

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

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

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

Ridgewood Capital Management v. Gensia - Settled

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

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

Sandoval v. Redfin Corporation - In Litigation

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

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

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

Shurman v. Scimed - Settled

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

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

Sioson v. AMP Holding, Inc. - Settled

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

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

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

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin

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

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

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

Camden County Superior Court, New Jersey, #CAML0256198

Nature of Case: Forced order insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Somkin v. Molten Metal - Settled

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

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

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

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

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EXHIBIT #2

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Chona Rodriguez (“Plaintiff”) and defendant El Toro Medical Investors, L.P. and defendant Life Care Centers of America, Inc. (“Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

- A. “Action” means any version of the Complaint that was filed in federal court as a class action, which is currently captioned as *Rodriguez v. El Toro Medical Investors, L.P., et al.*, Case No. 8:16-cv-00059, pending in the United States District Court, Central District of California (the “Action”).
- B. “Class” means all individuals who applied for employment with any Released Party (defined below) in the United States who executed a background check disclosure and/or authorization form that included a liability release clause and whose background check report was procured pursuant to such form at any time between January 15, 2014 and the date of preliminary approval (“Class Period”).
- C. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal, Nordrehaug & Bhowmik LLP.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the District Court to compensate them for, respectively, their attorneys’ fees and litigation expenses billed in connection with the Action as documented and supported by Class Counsel’s billing statements, including their pre-filing investigation, their filing of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; last known telephone number; and Social Security number.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class Action, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator as they appear as exhibits to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

- I. “Class Period” means the period of time from January 15, 2014 through the date of preliminary approval.
- J. “Class Representative Service Payment” means the service payment made to the Plaintiff in her capacity as a Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ fees, costs and expenses in the event they were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff. These payments shall be conditioned upon the Plaintiff’s providing to the Court a declaration regarding the time, risks, and burdens carried by her in this Action and the benefits she provided to counsel and the class throughout the litigation.
- K. “District Court” means the U.S. District Court for the Central District of California.
- L. “Effective Date” of the settlement means the date of the latest of :
 - 1. if no objection to Final Approval is filed, 10 calendar days after Final Approval;
 - 2. if there is an objection to Final Approval that is not withdrawn, 10 calendar days after the period for appeal has expired if no appeal, review or writ is sought from Final Approval; or,
 - 3. if an appeal, review or writ is sought from Final Approval, 10 calendar days after Final Approval and final judgment is affirmed with no possibility of subsequent appeal or other judicial review therefrom, or the date the appeal or other judicial review therefrom are fully dismissed with no possibility of subsequent appeal or other judicial review.
- M. “Final Approval” means the date on which the District Court enters an order granting final approval of this class action settlement.
- N. “Final Approval Hearing” means the hearing to be conducted by the District Court to determine whether to enter an order granting final approval of this class action settlement and implement the terms of this Agreement.
- O. “Gross Settlement Amount” means Six Hundred Seventy-Five Thousand Dollars (\$675,000) to be paid by Defendants as provided by this Agreement. This amount is the maximum settlement sum and is all-inclusive of all payments contemplated in this Agreement for final resolution of this Action, including payment to all Participating Class Members, Class Counsel’s attorneys fees, Class Counsel’s Litigation Costs, Settlement Administrative Costs, Service Award to the Class Representative, and interest.

- P. “Judgment” means the final Judgment entered by the District Court following the District Court's order granting final approval of this class action settlement and dismissing this Action. Pursuant to the terms and conditions of this Agreement, Class Counsel will submit to the District Court a Proposed Judgment stating that the class action was settled; Plaintiff and Participating Class Members will take that which is stated in the Class Action Settlement Agreement; that all claims in the First and Second causes of action of the First Amended Complaint are dismissed in their entirety with prejudice as to all Defendants; that Plaintiff's claims against Defendants as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action of the First Amended Complaint and all allegations related thereto are dismissed in their entirety, with prejudice, as to all Defendants; and that the claims of the putative class members as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action in the First Amended Complaint and all allegations related thereto are dismissed in their entirety, without prejudice, as to all Defendants.
- Q. “Defendants’ Counsel” means Dorothy S. Liu, Jahmal T. Davis, Jennifer Martinez, and Kyle A. Mabe of Hanson Bridgett LLP.
- R. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for Class Representative Service Payment, the Class Counsel Fees and Expenses Payment, and the Settlement Administrator's fees and expenses.
- S. “Non-Participating Class Member” means a Class Member who excludes himself or herself from the Class by submitting a valid and timely Election Not to Participate in Settlement.
- T. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- U. “Preliminary Approval of the Settlement” means the date on which the District Court enters an order granting preliminary approval of this class action settlement without material change.
- V. “Released Parties” means all Life Care owned, operated, and/or managed facilities, including but not limited to Life Care Centers of America, Inc., EI Toro Medical Investors, L.P. dba Lake Forest Nursing Center, Life Care Centers of America, Inc. dba Mirada Hills Rehabilitation and Convalescent Hospital, Garden Grove Medical Investors Limited Partnership, Vista Medical Investors Limited Partnership, and Escondido Medical Investors Limited Partnership, and their present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies and entities, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which

could be jointly or severally liable with Defendants, or any of them.

- W. “Settlement” means the settlement and disposition of this Action and all related claims as embodied and effectuated by this Agreement.
- X. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the District Court to administer the Settlement. Class Counsel to solicit three bids for settlement administrator and to consult with Defense Counsel on selection of a settlement administrator. Class Counsel shall be responsible for retaining settlement administrator. Settlement administrator to provide weekly reports to both Class Counsel and Defense Counsel as to class participation with respect to opt-outs (exclusions by Class Members who submit an Election Not to Participate in Settlement) and objections. Based on this process, the Parties have selected KCC Class Action Services to be the Settlement Administrator.
- Y. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On January 15, 2016 Plaintiff filed a Complaint against Defendants in the United States District Court, Central District of California. Plaintiff asserted claims against Defendants for:
 - 1. Violation of the Fair Credit Reporting Act (FCRA) for failure to make proper disclosures (15 U.S.C. § 1681, *et seq.*);
 - 2. Violation of the Fair Credit Reporting Act for failure to obtain proper authorization (15 U.S.C. § 1681, *et seq.*);
 - 3. Unfair competition in violation of California Business and Professions Code §17200 *et seq.*;
 - 4. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 & 1198, *et seq.*;
 - 5. Failure to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 - 6. Failure to timely provide wages due in violation of California Labor Code §§ 201, 202, and 203.

- B. On March 15, 2016, Plaintiff filed a First Amended Complaint adding a claim under the Private Attorneys General Act, Cal. Labor Code §§ 2689 *et seq.* (“PAGA”).
- C. On November 16, 2016, the Court denied Defendants’ motion to dismiss the FCRA claims (causes of action numbers 1 and 2).
- D. On January 25, 2017, the Court granted the Parties’ stipulation to dismiss Plaintiff’s Third, Fourth, Fifth, Sixth and Seventh causes of action.
- E. On January 31, 2017, Defendants filed an Answer to the First Amended Complaint, which denied Plaintiff’s claims and allegations in their entirety and alleged nineteen affirmative defenses.
- F. On May 16, 2017 the Parties participated in an all-day mediation presided over by David A. Rotman, a respected mediator of employment and consumer class actions. During the mediation, each side, represented by its respective counsel, agreed to settle the Action and all other matters covered by this Agreement pursuant to the terms and conditions of this mediator’s proposal and pursuant to the Parties’ Memorandum of Understanding executed on May 19 and May 22, 2017. This Agreement replaces and supersedes the mediator’s proposal and the Memorandum of Understanding previously entered into after the mediation and any other agreements, understandings, or representations between the Parties.
- G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants’ defenses in the Action have merit. Defendants deny each of the allegations and claims asserted in this Action, and specifically deny any non-compliance, willful or otherwise, with the statutory requirements of FCRA. Defendants enter into this Agreement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation.
- H. The Parties stipulate to the conditional certification of the Class for purposes of this Settlement only. This Agreement is contingent upon the Preliminary and Final Approval and certification of the Class only for purposes of this Settlement. Should this Settlement not become final, for whatever reason, the Parties’ stipulation to class certification as part of this Settlement shall become null and void *ab initio*, and the fact that the Parties were willing to stipulate provisionally to class certification as part of this Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in

a non-settlement context in the Action, and shall not be admissible for any purpose in any action. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified in the Action or in any other action or proceeding.

- I. Defendants expressly reserve the right and declare that they intend to oppose class certification vigorously should this Settlement not be granted Final Approval or be modified or reversed on appeal or otherwise not become final. If for any reason this Agreement does not become effective, Defendants reserve the right to contest certification of any class for any reason. Defendants do not concede the merits of Plaintiff's contentions regarding the suitability of the litigation for class certification under the Federal Rules of Civil Procedure or California Code of Civil Procedure, but have agreed to resolve the litigation through this Settlement in recognition of the expense and risk of continuing with the litigation and in the belief that the settlement is fair, adequate and reasonable. Therefore, in entering into this Agreement, it is the parties' mutual intention and agreement that if for any reason the Settlement Agreement does not become final, the conditional class certification will be vacated, Plaintiff and Defendants will retain all rights to support or oppose certification for the purposes of litigation, and any certification arising from the Court's Final Approval of this Settlement may not be used by Plaintiff or Defendants in support of any argument for or against certification of any class. Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies in the Action, and Defendants will not be deemed to have waived, limited, or affected in any way any of their claims, rights, remedies, objections or defenses in the Action. Neither the provisional certification nor, if ultimately approved, the certification of the Class to consummate this Settlement shall constitute a determination by the Court that a plaintiff class should be certified for purposes of trial or for any other purpose in any action. Thus, if any appeal is successful in the Court of Appeals, the Court's certification of the class for settlement purposes shall be deemed void *nunc pro tunc*.

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

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is Six Hundred Seventy-Five Thousand Dollars (\$675,000). This amount is the maximum settlement sum and is all-inclusive of all payments contemplated in final resolution of the remaining first and second causes of action in this Action and in consideration for the promises, terms and conditions contained in this Agreement as set forth herein. The entirety of the Gross Settlement Amount will be disbursed pursuant to this Agreement, with no reversion to Defendants.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments to be deducted from the Gross Settlement Amount as follows:

1. **To Plaintiff:** In addition to her respective Settlement Share, the Plaintiff will apply to the District Court for an award of not more than \$10,000 as her Class Representative Service Payment. Defendants agree not to oppose a Class Representative Service Payment of up to \$10,000 for the Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the District Court out of the Gross Settlement Amount. If the District Court approves a Class Representative Service Payment of less than \$10,000 for the Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Because such payment does not constitute alleged wage loss, payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiff with respect to the payment. To receive this payment, Plaintiff as consideration agrees to waive all known and unknown claims under California Civil Code Section 1542 and agrees to a general release of all claims as set forth in Section III(F)(3) below.
2. **To Class Counsel:** Class Counsel will apply to the District Court for an award of not more than \$225,000 (one-third of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented and supported in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants agree not to oppose their request for such Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment provided that documentation of all of Class Counsel's expenses is provided to Defendants' counsel and that the expenses are approved by the Court. The Settlement Administrator will pay the amounts for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment approved by the District Court (but not more than \$225,000 and \$20,000, respectively) out of the Gross Settlement Amount. If the District Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than \$225,000 or \$20,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel as appropriate under applicable regulations with respect to those payments. The payment of Class Counsel's fees and costs shall be made to Blumenthal, Nordrehaug &

Bhowmik by the Settlement Administrator in accordance with this Agreement.

3. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the District Court in an amount not to exceed \$25,000. To the extent the fees and expenses that are documented and approved by the District Court are less than \$25,000 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall be used to make the following payments after the deductions have been taken from the Gross Settlement Amount as described above for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and settlement administrator's costs. The Net Settlement Amount shall be paid as follows:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member (those who do not opt out of the settlement or otherwise exclude themselves from the settlement by submitting an Election Not to Participate in Settlement). The submission of a claim form is not required to be paid.
2. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of Participating Class Members on an equal pro rata basis, but in no event may the individual settlement payment exceed \$1,000 for each Participating Class Member. The excess amount, if any, shall be distributed as a cy pres distribution.
3. **Taxation.**
 - a. The Settlement Administrator shall include a notice with each settlement check distributed to each Settlement Participating Class Member, which sets forth the pro rata share of the Participating Class Member and the Class Member's Release of Claims. The Parties shall cooperate in preparing a mutually agreed-upon notice for the Settlement Administrator to include with distribution of each Participating Class Member's Settlement Share ("Notice of Settlement Share and Release of Claims"), attached as Exhibit D.

- b. One hundred percent of each Participating Class Member's Settlement Share is in settlement of claims for alleged penalties/damages under FCRA and not in compromise for any alleged wage loss. Accordingly, the amount shall not be subject to wage withholdings, and shall be reported on IRS Form 1099 as appropriate under applicable regulations.
 - c. Participating Class Members shall be responsible for paying any taxes owing on their Settlement Shares. This Agreement does not constitute tax advice to any recipient of monies. Defendants shall not be held responsible for individual tax liability, if any, found to exist on behalf of any Participating Class Member or any recipient of monies paid under this Agreement.
 - 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their election not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on an equal *pro rata* basis. Defendants reserve the right to cancel the settlement in the event the number of Non-Participating Class Members exceeds ten percent (10%) of the Class.
 - 5. **Class Size Modification.** Defendants provided data to Class Counsel through pre-mediation disclosures showing that the Class consists of an estimated 2,503 Class Members. In the event the actual class size exceeds the estimated 2,503 Class Members by more than 10%, Plaintiff reserves the right to cancel the settlement.
- D. **Appointment of Settlement Administrator.** After obtaining a not-to-exceed quote from three mutually acceptable and qualified settlement administrators, the Parties will ask the District Court to appoint the one selected by them, KCC Class Action Services, as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to

Participate in Settlement; calculating Settlement Shares; issuing the checks and accompanying notices to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. Subject to consultation with Class Counsel and Defendants' Counsel, the Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. In the event that any questions or disputes arise regarding an individual's membership in the Class, Defendants' records will be presumed to be accurate and correct, and will be presumptively determinative to resolve the dispute. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 and section 468B of the Internal Revenue Code of 1986, as amended (the "Code"). The Settlement Administrator shall be treated as an "administrator" as defined at Treasury Regulation section 1.468B-2(k) for purposes of federal and state income tax reporting with respect to the distributions from the Net Settlement Amount. Accordingly, Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Code and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this section may be modified in a manner to comply with any such changes.

E. Procedure for Approving Settlement.

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

- a. Plaintiff will file a Preliminary Approval Motion with the District Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and the Election Not to Participate in Settlement Form (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the Election Not to Participate in Settlement Form, the Notice of Settlement Share and Release of Claims to be distributed to each Participating Class

Member, the Proposed Orders or other documents necessary to implement the Settlement will be referred to the District Court as part of the motion.

- b. Class Counsel agrees to provide Defendants' Counsel with a draft of Plaintiff's Motion for Preliminary Approval and supporting papers at least four (4) business days prior to filing the motion. The Parties agree to cooperate in resolving any disputes with respect to representations and statements made in Plaintiff's Motion for Preliminary Approval.
- c. Class Counsel agrees to meet-and-confer with Defendants' Counsel as to a mutually agreed-upon date for the hearing on the Motion for Preliminary Approval. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion, provided that no disputes have arisen as to the Motion for Preliminary Approval and further provided that nothing herein shall require Defendants to affirmatively support the amount of the Class Counsel Fees Payment or Class Representative Service Payments sought by Plaintiff. Class Counsel will submit a Proposed Order Granting Conditional Certification of Class and Preliminary Approval of Settlement; Approving Class Notice and Related Materials; Appointing Settlement Administrator; and Scheduling Final Approval Hearing substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- d. Should the District Court decline to preliminarily approve all material aspects of the Settlement (including but not limited to the scope of release for Participating Class Members and/or for Plaintiff, or the binding effect of the Settlement on Participating Class Members), the Settlement will at Defendants' option be null and void and the Parties will have no further obligations under it.

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

- a. No later than 15 days after the District Court enters its order granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an Excel file with each

Class Member's Class Data. **The Class Data, its contents and any files containing Class Data shall remain strictly confidential for the Settlement Administrator's eyes only, not to be disclosed to Plaintiff or to Class Counsel. Accordingly, the Class Data and any files containing Class Data shall be designated and marked "CONFIDENTIAL: FOR THE SETTLEMENT ADMINISTRATOR'S EYES ONLY." The Settlement Administrator shall not disclose the Class Data nor its contents to Class Counsel, Plaintiff or any Class Members.** The Settlement Administrator shall sign an agreement with Defendants to keep the Class Data and its contents strictly confidential, in a password protected database.

- b. Using best efforts to mail it as soon as possible, and in no event later than 15 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Forms) and the number of objections it receives (including objections to Settlement and/or objections to Class Counsel fees and expenses payment).
- e. Not later than the date by which the Plaintiff files her motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement that it has received (including the numbers of valid and deficient Forms) and detailing any objections that it has received (including objections to Settlement and/or objections to Class Counsel fees and expenses payment). Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Objections to Class Counsel Fees and Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel's Fees and Expenses Payment. Class Members may also submit Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Court a written objection to the Settlement with a copy to the Settlement Administrator setting forth the grounds for the objection. Such objection must be submitted to and received by the Court and Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets. A Participating Class Member who does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- b. **Objections to Class Counsel Fees and Expense Payment.** Class Counsel shall file their application for the Class Counsel Fees

Payment and Class Counsel Litigation Expenses Payment no later than 14 days prior to deadline for objections, and the application will be scheduled to be heard by the District Court at the Final Approval Hearing. The Class Notice will provide that Participating Class Members who wish to object to the Class Counsel's Fees and Expense Payment must submit to the Court with a copy to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets, a written objection to the Fees and Expenses setting forth the grounds for the objection. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel Fees and Expense Payment. Non-Participating Class Members shall have no ability to object to Class Counsel Fees and Expense Payment.

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

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Class as set forth in this Agreement.

The Settlement Administrator shall retain the originals of all Elections Not to Participate in Settlement and objections in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

4. **Right of Defendants to Reject Settlement.** If ten percent (10%) or more Class Members timely submit valid Elections Not to Participate in Settlement, Defendants will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. The Parties will jointly pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendants exercise their right to void the Settlement by dividing such fees and expenses 50/50 between Plaintiff and Defendants. Defendants will notify Class Counsel and the District Court whether it is exercising this right to void not later than seven (7) days after the Settlement Administrator notifies the Parties of the final total number of valid Elections Not to Participate in Settlement it has received following the deadline for Class Members to submit a timely Election Not to Participate in Settlement.
5. **No Solicitation of Objection or Election Not to Participate.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the District Court their application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than 14 days prior to the deadline for objections, and the application will be scheduled to be heard by the District Court at the Final Approval Hearing.
 - b. Class Counsel agrees to provide Defendants' Counsel with a draft of Plaintiff's Motion for Final Approval and supporting papers at least

four (4) business days prior to filing the motion. The Parties agree to cooperate in resolving any disputes with respect to representations and statements made in Plaintiff's Motion for Final Approval.

- c. Class Counsel agrees to meet-and-confer with Defendants' Counsel as to a mutually agreed-upon date for the hearing on the Motion for Final Approval.
- d. Not later than 28 days before the Final Approval Hearing, the Plaintiff will file with the District Court a motion for final approval of the Settlement and payment of the Settlement Administrator's reasonable fees and expenses.
- e. If any opposition is filed, then not later than seven days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, and payment of the Settlement Administrator's reasonable fees and expenses; and Plaintiff and Class Counsel may file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
- f. If the District Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release for Participating Class Members and/or for Plaintiff, or the binding effect of the Settlement on Participating Class Members), then the settlement at Defendants' option will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. The Parties will jointly pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement becomes null and void by dividing such fees and expenses 50/50 between Plaintiff and Defendants. However, an award by the District Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- g. Upon the District Court's entry of an Order Granting Final Approval of the Settlement, Class Counsel will present for the District Court's approval and entry a Proposed Judgment stating that the class action was settled; Plaintiff and Participating Class Members will take that which is stated in the Class Action Settlement Agreement; that all claims in the First and Second causes of action are dismissed in their entirety with prejudice as to all Defendants; that Plaintiff's claims against Defendants as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action of the First Amended Complaint and all allegations related thereto are dismissed in their entirety, with prejudice, as to all Defendants; and that the claims of the putative class members as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action in the First Amended Complaint and all allegations related thereto are dismissed in their entirety, without prejudice, as to all Defendants. After entry of the Judgment and after the District Court has ordered dismissal of the Action, the District Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, including resolution of any dispute concerning any provision of this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement and provided that the Court does not make any material modification to the Settlement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief under Rule 60, Federal Rules of Civil Procedure and any extraordinary writ, and the Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition

for *certiorari*, or any other motion, petition, writ or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release for Participating Class Members and/or Plaintiff, or the binding effect of the Settlement on Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then either Plaintiff or Defendants will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing Court, and the District Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the District Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Funding of Settlement, Timing of Provision of Settlement Shares and Other Payments.** Defendants will fund the Gross Settlement Amount by depositing the sum into an escrow account to be established by the Settlement Administrator as approved by the Court, which funds shall be held in trust for the Settlement and created as a Qualified Settlement Fund as specified under Section III.D of this Agreement. Defendants shall fund the Gross Settlement Amount within 14 days after the Effective Date of the Settlement by wire transfer and as agreed upon with the Settlement Administrator. Within thirty (30) business days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will pay to Participating Class Members their Settlement Shares; to Plaintiff her Class Representative Service Payment; and to Class Counsel the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.
10. **Return of Gross Settlement Amount.** If for any reason this Agreement is not given final approval by the Court, is overturned on appeal or is otherwise cancelled or deemed null and void, Defendants' payment of any and all portions of the Gross Settlement Amount, plus all accrued interest, shall be promptly returned to Defendants by the Settlement Administrator.
11. **Full Discharge of Obligations by Defendants.** Defendants' transfer of the Gross Settlement Amount to the Qualified Settlement Fund created by the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendants under this Agreement.

12. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a letter informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the DLSE Unpaid Wage Fund in the name of the Participating Class Member and the Participating Class Member will remain bound by the Settlement.
13. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon entry of final judgment, Plaintiff and all Participating Class Members and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will forever and completely release and discharge Defendants and the Released Parties from any and all claims, charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest, damages (including but not limited to actual damages, statutory damages, and punitive damages), restitution, injunctive relief, declaratory relief and remedies of any other type during the Class Period through the date of Preliminary Approval that were or could have been asserted in this Action based on any facts, conduct, circumstances, transactions, events, policies, procedures, occurrences, acts, disclosures, statements, omissions or failures to act that are pled or that arise out of or are related to the facts, conduct, circumstances, transactions, events, policies, procedures, occurrences, acts, disclosures, statements, omissions or failures to act, which are asserted or which could have been asserted in the First and Second causes of action of the Complaint and First Amended Complaint, including any and all claims that Plaintiff and the Participating

Class Members have arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Complaint and First Amended Complaint relating to the First and Second causes of action, including but not limited to any and all claims under 15 U.S.C. § 1681b(b) of the Fair Credit Reporting Act for actual damages, statutory damages, punitive damages, injunctive relief, declaratory relief and attorneys' fees, and any similar, analogous or tangential state law claims ("Released Claims").

2. **Plaintiff.** In addition to the release specified in Section III.F.1 above, as of the date of Preliminary Approval, Plaintiff makes the additional following general release of any and all claims, known or unknown, suspected or unsuspected, that she had, now has, or may hereafter claim to have against Defendants and any of the Released Parties up to and including the date of Preliminary Approval of this Settlement. Plaintiff hereby fully and finally releases Released Parties including Defendants, from any and all claims, complaints, liens, demands, rights, liabilities, debts, obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest, damages (including but not limited to actual damages, statutory damages, or punitive damages), restitution, injunctive relief, declaratory relief, remedies and causes of action of every type, nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, which she had, now has, or may hereafter claim to have against Defendants or any of the Released Parties up to and including the date of Preliminary Approval. Plaintiff's released claims include, without limitation, any claim, complaint or cause of action whether sounding in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising out of, relating to, or in connection with her employment at and/or separation from Life Care Center of Lake Forest, including but not limited to any act or omission by or on the part of any Defendant or any of the Released Parties ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, without limitation, all claims arising from or dependent on the California Labor Code, including but not limited to the Private Attorneys General Act; the wage orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the Third, Fourth, Fifth, Sixth and Seventh causes of action as alleged in the First Amended Complaint and all allegations related thereto; the California Fair Employment and Housing Act, Cal. Gov't Code section 12900 et seq.; the California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Family Medical Leave Act, the California

Family Rights Act, ERISA; the Fair Labor Standards Act and the Portal to Portal Act, which have accrued up to and including the date of preliminary approval of this Settlement. This release excludes only the release of claims not permitted as a matter of law, including but not limited to claims for workers' compensation insurance benefits, and claims based on facts that occur after the date of Preliminary Approval.

3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes all of the provisions and all of her rights and benefits under the provisions of section 1542 of the California Civil Code, which reads:

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

4. **Class Counsel.** Upon entry of final Judgment and except as otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action (the "Class Counsel's Released Claims").

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Specifically, the Parties agree and understand that none of the amounts paid under this Agreement to Plaintiff and the Participating Class Members constitute compensation under any "Employee Benefit Plan" as defined by section 3(3) of ERISA; Participating Class Members waive any and all claims for additional contributions to, and/or benefits under, any Employee Benefit Plan maintained or sponsored by Defendants based on any amount paid under this Agreement; and they release any claim for employee benefits, including any and all claims arising under ERISA, arising out of, or related to, the amounts paid under this Agreement.

H. **Limitation on Public Statements About Settlement.** None of the Parties will make any public statements (including counsel's websites) or issue any press releases/comment to press concerning this settlement, except that Class Counsel may post publicly filed Court documents on counsel's website without making any statements or comments regarding the settlement. This provision shall not restrict Class Counsel from responding to inquiries posed by Class Members nor shall this provision prohibit the Settlement Administrator from posting necessary class documents on the Settlement Administrator's website through the class notice period.

I. **Miscellaneous Terms.**

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

- a. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. Defendants specifically deny any liability to Plaintiff or to any Class Member upon any claim or cause of action asserted in this Action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made in this Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of the claims was non-meritorious or any defense asserted by Defendants were meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, the negotiation and execution of the Agreement, any document, statement, proceeding, act or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any of the other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; nor

(ii) disclosed, referred to or offered in evidence against Defendants or any of the Released Parties, in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement; nor (iii) shall be deemed to be, or used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings solely to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and that they will seek authorization from Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and will seek authorization to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement, if necessary. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the terms and conditions of this Agreement or on the form or content of any exhibits or documents to be drafted pursuant to the Agreement, the Parties will seek the assistance of the Mediator David A. Rotman for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the substantive laws of the State of California and procedural laws of the United States of America, without giving effect to any conflict of law principles or choice of law principles.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

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

To Defendants:

Dorothy S. Liu
Jahmal T. Davis
Hanson Bridgett LLP
425 Market Street, 26th Street
San Francisco, California 94105
Telephone (415) 777-3200
Facsimile: (415) 541-9366
E-mail: dliu@hansonbridgett.com
jdavis@hansonbridgett.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Plaintiff's Non-Cooperation Clause with Others.** Plaintiff agrees that she will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of

the Released Parties, unless under a subpoena or other court order to do so. Plaintiff agrees both to immediately notify Defendants' Counsel upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Released Parties, Plaintiff shall state no more than that she cannot provide counsel or assistance.

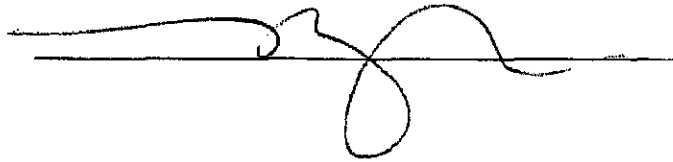
16. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
17. **No Further Claims.** No person shall have any claim against Defendants, Released Parties, Defendants' Counsel, Plaintiff, Class Members, Class Counsel, or the Settlement Administrator based on distributions or payments made in accordance with this Settlement Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

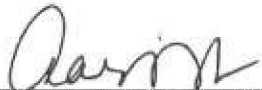
Dated: August 18 2017

MARIA CHONA RODRIGUEZ

A handwritten signature in black ink, appearing to read 'MARIA CHONA RODRIGUEZ', is written over a horizontal line.

Dated: October 10 2017

EL TORO MEDICAL INVESTORS LP

By: 
Aaron D. Webb, Esq., Executive Vice President
Legal Representative, El Toro Medical Investors L.P.

Dated: October 10 2017

LIFE CARE CENTERS OF AMERICA, INC.

By: 
Aaron D. Webb, Esq., Executive Vice President
Legal Representative, Life Care Centers of
America, Inc.

APPROVED AS TO FORM:

Dated: October 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

Dated: October 10 2017

HANSON BRIDGETT LLP

By: 
Dorothy S. Liu
Attorneys for Defendants

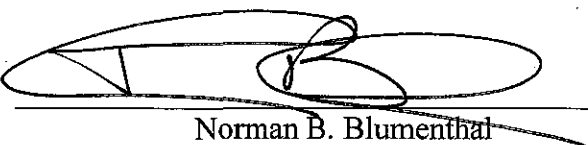
Dated: September ____ 2017 EL TORO MEDICAL INVESTORS LP

By: _____

Dated: September ____ 2017 LIFE CARE CENTERS OF AMERICA, INC.

By: _____

Dated: September 15 2017 BLUMENTHAL, NORDREHAUG & BHOWMIK
LLP

By: 
Norman B. Blumenthal
Attorneys for Plaintiff

Dated: September ____ 2017 HANSON BRIDGETT LLP

By: _____
Dorothy S. Liu
Attorneys for Defendants

EXHIBIT A

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

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

(Rodriguez v. El Toro Medical Investors, L.P., et al., Case No. 8:16-cv-00059)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	Write to the Court about why you do not like the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the United States District Court for the Central District of California (the “Court”) has been reached between Plaintiff Maria Chona Rodriguez (“Plaintiff”) and Defendants El Toro Medical Investors, L.P. and Life Care Centers of America, Inc. (“Defendants”) and has been granted preliminary approval by the Court. **You may be entitled to receive money from this Settlement. The Court has not made a determination about any of the contentions of the parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side.**

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

All individuals who applied for employment with any Released Party (defined below) in the United States who executed a background check disclosure and/or authorization form that included a liability release clause and whose background check report was procured pursuant to such form at any time between January 15, 2014 and the date of preliminary approval (“Class Period”).

“Released Parties” means all Life Care owned, operated, and/or managed facilities, including but not limited to Life Care Centers of America, Inc., El Toro Medical Investors, L.P. dba Lake Forest Nursing Center, Life Care Centers of America, Inc. dba Mirada Hills Rehabilitation and

Convalescent Hospital, Garden Grove Medical Investors Limited Partnership, Vista Medical Investors Limited Partnership, and Escondido Medical Investors Limited Partnership, and their present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies and entities, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly or severally liable with Defendants, or any of them.

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

2. What is this class action lawsuit about?

On January 15, 2016 Plaintiff filed a Complaint against Defendants in the United States District Court, Central District of California entitled *Rodriguez v. El Toro Medical Investors, L.P., et al.*, Case No. 8:16-cv-00059 (the “Action”). Plaintiff asserted claims against Defendants for violations of the Fair Credit Reporting Act and wage and hour violations under the California Labor Code. On January 25, 2017, the Court granted the Parties’ stipulation to dismiss Plaintiff’s Third, Fourth, Fifth, Sixth and Seventh causes of action which were the wage and hour violations under the California Labor Code. As a result, the remaining claims in the Action are the First and Second causes of action for violation of the Fair Credit Reporting Act (“FCRA”) based upon Defendants’ alleged use of a background check disclosure and/or authorization form that included a liability release clause.

On May 16, 2017 the Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented.

Defendants vigorously dispute all claims asserted in this litigation. Specifically, Defendants maintain that they did not violate the Fair Credit Reporting Act and have properly complied with all state and federal laws and regulations. Defendants enter into this Settlement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal, Nordrehaug & Bhowmik to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Six Hundred Seventy-Five Thousand Dollars (\$675,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to the Class contemplated by the Settlement, Class Counsel’s attorneys fees, Class Counsel’s Litigation Costs, Settlement Administrative Costs, Service Award to the Class Representative, and interest. The entirety of the Gross Settlement Amount will be disbursed pursuant to this Agreement, with no reversion to Defendants.

Defendants shall fund the Gross Settlement Amount within 14 days after the Effective Date of the Settlement. The Effective Date means 10 days after the Court’s entry of an order granting final approval of the Settlement, or if there are objections, 10 days after the objections and any appeal are fully resolved.

Amounts to be Paid From the Gross Settlement Amount. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and

which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$25,000, for expenses, including expenses of notifying the Class of the Settlement, processing opt outs, and distributing settlement payments and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed \$225,000 (one-third of the Gross Settlement Amount), and an additional amount to reimburse actual litigation expenses not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

Calculation of Payments to Participating Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, and the Settlement Administrator’s expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount” shall be distributed to class members who do **not** request exclusion (“Participating Class Members”). Each Participating Class Member shall be entitled to receive a portion of the Net Settlement Amount (his/her “Settlement Share”) calculated by dividing the Net Settlement Amount by the total number of Participating Class Members on an equal pro rata basis, but in no event may the individual settlement payment exceed \$1,000 for each Participating Class Member. The excess amount, if any, shall be distributed as a cy pres distribution.

If the Settlement is approved by the Court and you do not opt out, you will automatically be mailed a check for your Settlement Share to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. One hundred percent (100%) of each Participating Class Member’s Settlement Share is in settlement of claims for alleged penalties/damages under FCRA and not in compromise for any alleged wage loss. Accordingly, the amount shall not be subject to wage withholdings, and shall be reported on IRS Form 1099 as appropriate under applicable regulations. Participating Class Members shall be responsible for paying any taxes owing on their Settlement Shares. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment, Plaintiff and all Participating Class Members and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will forever and completely release and discharge Defendants and the Released Parties from any and all claims, charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, penalties, interest, damages (including but not limited to actual damages, statutory damages, and punitive damages), restitution, injunctive relief, declaratory relief and remedies of any other type during the Class Period through the date of Preliminary

Approval that were or could have been asserted in this Action based on any facts, conduct, circumstances, transactions, events, policies, procedures, occurrences, acts, disclosures, statements, omissions or failures to act that are pled or that arise out of or are related to the facts, conduct, circumstances, transactions, events, policies, procedures, occurrences, acts, disclosures, statements, omissions or failures to act, which are asserted or which could have been asserted in the First and Second causes of action of the Complaint and First Amended Complaint, including any and all claims that Plaintiff and the Participating Class Members have arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Complaint and First Amended Complaint relating to the First and Second causes of action, including but not limited to any and all claims under 15 U.S.C. § 1681b(b) of the Fair Credit Reporting Act for actual damages, statutory damages, punitive damages, injunctive relief, declaratory relief and attorneys' fees, and any similar, analogous or tangential state law claims ("Released Claims").

The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Specifically, none of the amounts paid under this Settlement to Plaintiff and the Participating Class Members constitute compensation under any "Employee Benefit Plan" as defined by section 3(3) of ERISA; Participating Class Members waive any and all claims for additional contributions to, and/or benefits under, any Employee Benefit Plan maintained or sponsored by Defendants based on any amount paid under this Agreement; and they release any claim for employee benefits, including any and all claims arising under ERISA, arising out of, or related to, the amounts paid under this Agreement.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Your estimated Settlement Share is << _____ >>.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a hearing on _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____. The request to opt-out must state in substance: "I have read the Class Notice and I wish to opt-out of the class action and settlement of the case

Rodriguez v. El Toro Medical Investors, Case No. 8:16-cv-00059.” The request to opt-out must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. To be valid, the request to opt-out must be completed by you and must be timely submitted to the Settlement Administrator. No other person may opt-out for a living member of the Class. Anyone who submits a timely and valid request to opt out shall not be deemed a Class Member and will not receive any payment as part of this Settlement.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don’t like the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement. Objections must be in writing and state your (the Class Member’s) name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Rodriguez v. El Toro Medical Investors*, in the United States District Court for the Northern District of California, Case No. 8:16-cv-000059.

The objections must be filed with the Court and mailed to the Settlement Administrator no later than _____, 2017. Objections to the Settlement must be submitted to the Court either by mailing them to the Clerk at the United States District Court for the Central District of California, Southern Division, 411 West 4th Street, Santa Ana, CA 92701-4516, or by filing them in person at any location of the United States District Court for the Central District of California, and mailed to the Settlement Administrator at the address listed below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The address for the Settlement Administrator is:

Rodriguez v. El Toro Medical Investors Settlement Administrator
c/o _____

The addresses for Parties’ counsel are as follows:

Class Counsel:

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

Counsel for Defendants:

Dorothy S. Liu
Jahmal T. Davis
Hanson Bridgett LLP
425 Market Street, 26th Street
San Francisco, California 94105

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the United States District Court, located at 411 W. Fourth St., Santa Ana, CA, 92701, in Courtroom 10A before Judge Josephine L. Stanton. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Rodriguez v. El Toro Medical Investors* Settlement Administrator, c/o _____; or contact Class Counsel at 1-858-551-1223.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Blumenthal, Nordrehaug & Bhowmik, 2255 Calle Clara, La Jolla, CA 92037, or by going to the Settlement Administrator's website at _____. You may also get more details by examining the Court's file using PACER at <http://www.cacd.uscourts.gov/> and entering the Case No. 8:16-cv-00059.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations Unclaimed Wages Fund with, if possible, an identification of the Class Member who failed to cash the check. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT]

EXHIBIT B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA CHONA RODRIGUEZ, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiff,

v.

EL TORO MEDICAL INVESTORS LIMITED PARTNERSHIP, a Limited Partnership; LIFE CARE CENTERS OF AMERICA, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendant.

CASE NO. 8:16-cv-00059 JLS (KESx)

Assigned to: Hon. Josephine L. Stanton

[PROPOSED] ORDER:

- (1) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT;**
- (2) APPROVING CLASS NOTICE AND RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL HEARING**

1 On _____, 2017, a hearing was held on the motion of Plaintiff
2 Maria Rodriguez (“Plaintiff”) for preliminary approval of the parties’ proposed
3 settlement (“Settlement”), approval of the notice to be sent to the class about the
4 settlement, and the setting of a date for the hearing on final approval of the
5 settlement. Blumenthal, Nordrehaug & Bhowmik appeared for Plaintiff, and
6 Hanson Bridgett LLP appeared for Defendants El Toro Medical Investors, L.P. and
7 defendant Life Care Centers of America, Inc. (“Defendants”).

8 The Court having read and considered the papers on the motion, the
9 arguments of counsel, and the law, and good cause appearing therefore,

10 **IT IS ORDERED:**

11 1. This Order incorporates the defined terms in the Class Action
12 Settlement Agreement (the “Agreement”) (Declaration of Norman B. Blumenthal
13 [“Blumenthal Decl.”], Exh. ____). Pursuant to the terms of the Agreement, Plaintiff
14 and Participating Class Members will take only that which is stated in the
15 Agreement,

16 2. Pursuant to the Agreement, the following Class is conditionally
17 certified for settlement purposes only: “all individuals who applied for employment
18 with any Released Party (defined below) in the United States who executed a
19 background check disclosure and/or authorization form that included a liability
20 release clause and whose background check report was procured pursuant to such
21 form at any time between January 15, 2014 and the date of preliminary approval
22 (“Class Period”).” “Released Parties” means all Life Care owned, operated, and/or
23 managed facilities, including but not limited to Life Care Centers of America, Inc.,
24 El Toro Medical Investors, L.P. dba Lake Forest Nursing Center, Life Care Centers
25 of America, Inc. dba Mirada Hills Rehabilitation and Convalescent Hospital,
26 Garden Grove Medical Investors Limited Partnership, Vista Medical Investors
27 Limited Partnership, and Escondido Medical Investors Limited Partnership, and
28 their present and former parent companies, present owners, former owners,

1 subsidiaries, related or affiliated companies and entities, shareholders, officers,
2 directors, employees, agents, attorneys, insurers, successors, and assigns, and any
3 individual or entity which could be jointly or severally liable with Defendants, or
4 any of them.

5 3. Pursuant to the terms of the Agreement, upon final approval by the
6 Court, all claims in the First and Second causes of action of the First Amended
7 Complaint will be dismissed in their entirety with prejudice as to all Defendants.

8 4. Pursuant to the Court's Order dated January 25, 2017, and in
9 accordance with the terms of the Agreement, Plaintiff's claims against Defendants
10 as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action of the First
11 Amended Complaint and all allegations related thereto have been dismissed in their
12 entirety, with prejudice, as to all Defendants; and the claims of the Class Members
13 as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action in the First
14 Amended Complaint and all allegations related thereto have been dismissed in their
15 entirety, without prejudice, as to all Defendants.

16 5. The parties' Agreement is granted preliminary approval as it meets the
17 criteria for preliminary settlement approval. The Settlement falls within the range
18 of possible approval as fair, adequate and reasonable, and appears to be the product
19 of arm's-length and informed negotiations and to treat all Class Members fairly.
20 Continued litigation would have been expensive for both sides. The parties
21 acknowledge that litigating and trying this action may have resulted in delay of any
22 recovery, involved significant risk as to liability and certification, and led to
23 possible appeals. Class Counsel received the relevant information for the Class.
24 Plaintiff has adequately demonstrated that the agreement to settle did not occur
25 until Class Counsel possessed sufficient information to evaluate the case and make
26 an informed decision about settlement.

27 6. The parties' proposed notice plan is constitutionally sound because
28 individual notices will be mailed to all class members whose identities are known

1 to the parties, and such notice is the best notice practicable. The parties' proposed
2 Notice of Proposed Settlement of Class Action and Hearing Date for Final Court
3 Approval ("Class Notice") attached to the Agreement as Exhibit A, sufficiently
4 informs Class Members of the terms of the Settlement, their rights under the
5 Settlement, their rights to object to the settlement, their right to receive an
6 Settlement Share or elect not to participate in the Settlement, and the processes for
7 doing so, and the date and location of the final approval hearing, and therefore is
8 approved.

9 7. Any Class Member who does not submit a valid request for exclusion
10 will receive a Settlement Share based upon the allocation formula in the
11 Agreement.

12 8. Any Class Member who wishes to comment on or object to the
13 Settlement, the attorneys' fees and costs, and/or the proposed Class Representative
14 Service Payments, or who elects not to participate in the Settlement has until 45
15 days after the mailing of the Class Notice to submit his or her comment, objection,
16 or request for exclusion in Settlement pursuant to the procedures set forth in the
17 Class Notice. Class Counsel must file their application for the attorneys' fees and
18 costs no later than 14 days prior to the end of the objection period, and the
19 application will be heard at the Final Approval Hearing

20 9. KCC Class Action Services is appointed to act as the Settlement
21 Administrator, pursuant to the terms set forth in the Settlement. Blumenthal,
22 Nordrehaug & Bhowmik are approved as Class Counsel and Maria Rodriguez is
23 approved as the representative of the Class.

24 10. Defendant is directed to provide the Settlement Administrator with the
25 Class Members' Class Data as specified by the Agreement no later than 15 days
26 after the date of entry of this order. Pursuant to the terms set forth in the
27 Agreement, the Class Data, its contents and any files containing Class Data shall
28

1 remain strictly confidential for the Settlement Administrator's eyes only, not to be
2 disclosed to Plaintiff or to Class Counsel or to any Class Member.

3 11. The Class Notice attached as Exhibit A to the Agreement is approved.
4 The Settlement Administrator is directed to mail the approved Class Notice by first-
5 class mail to the Class Members no later than 15 days after receipt of the Class
6 Data.

7 12. The Notice of Settlement Share and Release of Claims attached as
8 Exhibit D to the Agreement is approved. Pursuant to the terms of the Agreement,
9 the Settlement Administrator is directed to include such Notice with each settlement
10 payment to each Class Member.

11 13. A final hearing will be held on _____, at _____, to
12 determine whether the Settlement should be granted final approval as fair,
13 reasonable, and adequate as to the Class Members. The Court will hear all
14 evidence and argument necessary to evaluate the Settlement, and will consider the
15 request for approval of attorneys' fees and costs and for approval of the Class
16 Representative Service Payment. Class Members and their counsel may support or
17 oppose the Settlement and the motion for an award of attorneys' fees and costs and
18 the Class Representative Service Payment, if they so desire, as set forth in the Class
19 Notice.

20 14. Any Class Member may appear at the final approval hearing in person
21 or by his or her own attorney, and show cause why the Court should not approve
22 the Settlement, or object to the motion for an award of attorneys' fees and costs and
23 the Service Awards. For any written comments or objections to be considered at
24 the hearing, the Class Member must file comments with the Clerk of Court and
25 serve on all counsel and describe the nature of the Class Member's comments,
26 support or objection. Written comments or objections to the Settlement or to the
27 attorneys' fees and costs must be filed with the Court and served on counsel not
28 later than 45 days after mailing of the Class Notice.

1 15. The Court reserves the right to continue the date of the final approval
2 hearing without further notice to Class Members. The Court retains jurisdiction to
3 consider all further applications arising out of or in connection with the Settlement.

4 DATED: _____
5

6 _____
7 HON. JOSEPHINE L. STANTON
8 U.S. DISTRICT COURT JUDGE
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EXHIBIT C

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

EXHIBIT C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA CHONA RODRIGUEZ, an
individual, on behalf of herself, and
on behalf of all persons similarly
situated,

Plaintiff,

v.

EL TORO MEDICAL INVESTORS
LIMITED PARTNERSHIP, a
Limited Partnership; LIFE CARE
CENTERS OF AMERICA, INC., a
Corporation; and DOES 1 through
50, inclusive,

Defendant.

CASE NO. 8:16-cv-00059 JLS (KESx)

Assigned to: Hon. Josephine L. Stanton

[PROPOSED] ORDER:

- (1) GRANTING FINAL APPROVAL
TO CLASS ACTION
SETTLEMENT; AND**
- (2) ENTERING FINAL JUDGMENT**

1 On _____, a hearing was held on the motion of
2 Plaintiff Maria Rodriguez (“Plaintiff”) for final approval of the class settlement (the
3 “Settlement”) and payments to the Class, the Plaintiff, Class Counsel, and the
4 Settlement Administrator. Blumenthal, Nordrehaug & Bhowmik appeared for
5 Plaintiff; and Hanson Bridgett LLP appeared for Defendants El Toro Medical
6 Investors, L.P. and defendant Life Care Centers of America, Inc. (“Defendants”).

7 The Parties have submitted their Settlement, which this Court
8 preliminarily approved by its _____, order (Docket No. __) (the
9 “Preliminary Approval Order”). In accordance with the Preliminary Approval
10 Order, Class Members have been given notice of the terms of the Settlement and
11 the opportunity to comment on or object to it or to exclude themselves from its
12 provisions.

13 Having received and considered the Settlement, the supporting papers
14 filed by the Parties, and the evidence and argument received by the Court before
15 entering the Preliminary Approval Order and at the final approval hearing, the
16 Court grants final approval of the Settlement, enters this Final Approval Order, and
17 HEREBY ORDERS and MAKES DETERMINATIONS as follows:

18 1. Except as otherwise specified herein, the Court for purposes of this
19 Final Approval Order adopts all defined terms set forth in the Class Action
20 Settlement Agreement (“Agreement”).

21 2. The Court has jurisdiction over this Action and the Settlement pursuant
22 to 28 U.S.C. section 1331.

23 3. For settlement purposes only, the Court grants conditional certification
24 of the Class defined as: “all individuals who applied for employment with any
25 Released Party (defined below) in the United States who executed a background
26 check disclosure and/or authorization form that included a liability release clause
27 and whose background check report was procured pursuant to such form at any
28 time between January 15, 2014 and the date of preliminary approval (“Class

1 Period”).” “Released Parties” means all Life Care owned, operated, and/or
2 managed facilities, including but not limited to Life Care Centers of America, Inc.,
3 El Toro Medical Investors, L.P. dba Lake Forest Nursing Center, Life Care Centers
4 of America, Inc. dba Mirada Hills Rehabilitation and Convalescent Hospital,
5 Garden Grove Medical Investors Limited Partnership, Vista Medical Investors
6 Limited Partnership, and Escondido Medical Investors Limited Partnership, and
7 their present and former parent companies, present owners, former owners,
8 subsidiaries, related or affiliated companies and entities, shareholders, officers,
9 directors, employees, agents, attorneys, insurers, successors, and assigns, and any
10 individual or entity which could be jointly or severally liable with Defendants, or
11 any of them.

12 4. Pursuant to the Preliminary Approval Order, the Notice of Proposed
13 Settlement of Class Action and Hearing Date for Final Court Approval (“Class
14 Notice”) was sent to each class member by first-class mail. The Class Notice
15 informed Class Members of the terms of the Settlement, their right to receive a
16 Settlement Share, their right to comment on or object to the Settlement and/or the
17 attorneys’ fees and costs, their right to elect not to participate in the Settlement and
18 pursue their own remedies, and their right to appear in person or by counsel at the
19 final approval hearing and be heard regarding approval of the Settlement. Adequate
20 periods of time were provided by each of these procedures.

21 5. The Court finds and determines that this notice procedure afforded
22 adequate protections to Class Members and provides the basis for the Court to
23 make an informed decision regarding approval of the settlement based on the
24 responses of Class Members. The Court finds and determines that the notice
25 provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 6. ____ Class Members filed written objections to the proposed settlement
28 as part of this notice process. [As applicable ____ The Court overrules the objections

1 raised by objecting Class Members.____]

2 7. For the reasons stated in the Preliminary Approval Order, the Court
3 finds and determines that the terms of the Settlement are fair, reasonable and
4 adequate to the Class and to each Class Member and that the Participating Class
5 Members will be bound by the Settlement, that the Settlement is ordered finally
6 approved, and that all terms and provisions of the Settlement should be and hereby
7 are ordered to be consummated.

8 8. The Court finds and determines that the all-inclusive Gross Settlement
9 Amount in the maximum amount of \$675,000 and the Settlement Shares to be paid
10 to the Participating Class Members as provided for by the Settlement are fair and
11 reasonable. The Court hereby grants final approval to and orders the payment of
12 those amounts be distributed to the Participating Class Members out of the Net
13 Settlement Amount in accordance with the Agreement. Pursuant to the terms of the
14 Agreement, the Settlement Administrator is directed to include with each settlement
15 payment to each Class Member a Notice of Settlement Share and Release of
16 Claims, attached as Exhibit D to the Agreement and as approved by the Preliminary
17 Approval Order.

18 9. The Court finds and determines that the fees and expenses of KCC
19 Class Action Services in administrating the settlement, in the amount of \$_____
20 (not to exceed \$25,000), are fair and reasonable. The Court hereby grants final
21 approval to and orders that the payment of that amount be paid out of the Gross
22 Settlement Amount in accordance with the Agreement.

23 10. The Court finds and determines that the request by Plaintiff and Class
24 Counsel to the Class Representative Service Payment and the attorneys' fees and
25 costs pursuant to the Agreement are fair and reasonable. The Court hereby grants
26 final approval to and orders that the payment of the amounts of \$ ____ for the
27 Class Representative Service Payment (not to exceed \$10,000), \$_____ for
28 attorneys' fees to Class Counsel (not to exceed \$225,000), and \$_____ for

1 reimbursement of costs (not to exceed \$20,000) be paid out of the Gross Settlement
2 Amount in accordance with the Settlement.

3 11. Upon entry of final judgment, as specified in the Agreement, Plaintiff
4 and all Participating Class Members and their respective heirs, beneficiaries,
5 devisees, executors, administrators, trustees, conservators, guardians, personal
6 representatives, successors-in-interest, and assigns, will forever and completely
7 release and discharge Defendants and the Released Parties from any and all claims,
8 charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs,
9 expenses, attorneys' fees, penalties, interest, damages (including but not limited to
10 actual damages, statutory damages, and punitive damages), restitution, injunctive
11 relief, declaratory relief and remedies of any other type during the Class Period
12 through the date of Preliminary Approval that were or could have been asserted in
13 this Action based on any facts, conduct, circumstances, transactions, events,
14 policies, procedures, occurrences, acts, disclosures, statements, omissions or
15 failures to act that are pled or that arise out of or are related to the facts, conduct,
16 circumstances, transactions, events, policies, procedures, occurrences, acts,
17 disclosures, statements, omissions or failures to act, which are asserted or which
18 could have been asserted in the First and Second causes of action of the Complaint
19 and First Amended Complaint, including any and all claims that Plaintiff and the
20 Participating Class Members have arising out of or relating directly or indirectly in
21 any manner whatsoever to the facts alleged or which could have been alleged or
22 asserted in the Complaint and First Amended Complaint relating to the First and
23 Second causes of action, including but not limited to any and all claims under 15
24 U.S.C. § 1681b(b) of the Fair Credit Reporting Act for actual damages, statutory
25 damages, punitive damages, injunctive relief, declaratory relief and attorneys' fees,
26 and any similar, analogous or tangential state law claims ("Released Claims").

27 12. Pursuant to the terms of the Agreement, Plaintiff makes the additional
28 following general release of any and all claims, known or unknown, suspected or

1 unsuspected, that she had, now has, or may hereafter claim to have against
2 Defendants and any of the Released Parties up to and including the date of
3 Preliminary Approval of this Settlement. Plaintiff hereby fully and finally releases
4 Released Parties including Defendants, from any and all claims, complaints, liens,
5 demands, rights, liabilities, debts, obligations, guarantees, costs, expenses,
6 attorneys' fees, penalties, interest, damages (including but not limited to actual
7 damages, statutory damages, or punitive damages), restitution, injunctive relief,
8 declaratory relief, remedies and causes of action of every type, nature and
9 description whatsoever, known or unknown, suspected or unsuspected, asserted or
10 that might have been asserted, which she had, now has, or may hereafter claim to
11 have against Defendants or any of the Released Parties up to and including the date
12 of Preliminary Approval. Plaintiff's released claims include, without limitation,
13 any claim, complaint or cause of action whether sounding in tort, contract, or for
14 violation of any local, state, or federal statute, rule, regulation, ordinance or
15 common law including but not limited to those claims raised in the Action and/or
16 that could have been raised in the Action, and those arising out of, relating to, or in
17 connection with her employment at and/or separation from Life Care Center of
18 Lake Forest, including but not limited to any act or omission by or on the part of
19 any Defendant or any of the Released Parties ("Plaintiff's Released Claims").
20 Plaintiff's Released Claims include, without limitation, all claims arising from or
21 dependent on the California Labor Code, including but not limited to the Private
22 Attorneys General Act; the wage orders of the California Industrial Welfare
23 Commission; California Business and Professions Code section 17200 et seq.; the
24 Third, Fourth, Fifth, Sixth and Seventh causes of action as alleged in the First
25 Amended Complaint and all allegations related thereto; the California Fair
26 Employment and Housing Act, Cal. Gov't Code section 12900 et seq.; the
27 California common law of contract and tort; Title VII of the Civil Rights Act of
28 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Family

1 Medical Leave Act, the California Family Rights Act, ERISA; the Fair Labor
2 Standards Act and the Portal to Portal Act, which have accrued up to and including
3 the date of preliminary approval of this Settlement. This release excludes only the
4 release of claims not permitted as a matter of law, including but not limited to
5 claims for workers' compensation insurance benefits, and claims based on facts that
6 occur after the date of Preliminary Approval.

7 13. Nothing in this order shall preclude any action to enforce the Parties'
8 obligations under the Settlement or under this order, including the requirement that
9 Defendant make payment in accordance with the Agreement.

10 14. If, for any reason, the Settlement ultimately does not become Final (as
11 defined by the Settlement), this Final Approval Order will be vacated; the Parties
12 will return to their respective positions in this action as those positions existed
13 immediately before the Parties executed the Agreement; and nothing stated in the
14 Agreement or any other papers filed with this Court in connection with the
15 Settlement will be deemed an admission of any kind by any of the Parties or used as
16 evidence against, or over the objection of, any of the Parties for any purpose in this
17 action or in any other action.

18 15. The Parties entered into the Settlement solely for the purpose of
19 compromising and settling disputed claims. Defendants in no way admit any
20 violation of law or any liability whatsoever to Plaintiff and the Class, individually
21 or collectively, all such liability being expressly denied by Defendants.

22 16. By means of this Final Approval Order, this Court hereby enters final
23 judgment in this action, as defined in Rule 58(a)(1), Federal Rules of Civil
24 Procedure.

25 17. Without affecting the finality of this Final Approval Order in any way,
26 the Court retains jurisdiction of all matters relating to the interpretation,
27 administration, implementation, effectuation and enforcement of this order and the
28 Settlement.

1 18. The Parties are hereby ordered to comply with the terms of the
2 Agreement.

3 19. All claims in the First and Second causes of action of the First
4 Amended Complaint are dismissed in their entirety with prejudice as to all
5 Defendants.

6 20. Plaintiff's claims against Defendants as alleged in the Third, Fourth,
7 Fifth, Sixth and Seventh causes of action of the First Amended Complaint and all
8 allegations related thereto are dismissed in their entirety, with prejudice, as to all
9 Defendants.

10 21. The claims of the Class Members as alleged in the Third, Fourth,
11 Fifth, Sixth and Seventh causes of action in the First Amended Complaint and all
12 allegations related thereto are dismissed in their entirety, without prejudice, as to all
13 Defendants.

14 22. Each side will bear its own costs and attorneys' fees except as
15 provided by the Settlement and this Final Approval Order.

16 DATED: _____
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18 _____
19 HON. JOSPEHINE L. STANTON
20 U.S. DISTRICT COURT JUDGE
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EXHIBIT D

[NOTICE OF SETTLEMENT SHARE AND RELEASE OF CLAIMS]

EXHIBIT D

Notice of Settlement Share and Release of Claims

(Rodriguez v. El Toro Medical Investors, L.P., et al., Case No. 8:16-cv-00059)

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

TO ALL CLASS MEMBERS:

- The Court has granted final approval of a settlement in the above case.
- The Class is defined as: All individuals who applied for employment with any Released Party (defined below) in the United States who executed a background check disclosure and/or authorization form that included a liability release clause and whose background check report was procured pursuant to such form at any time between January 15, 2014 and the **PRELIMINARY APPROVAL DATE** (“Class Period”).
- “Released Parties” means all Life Care owned, operated, and/or managed facilities, including but not limited to Life Care Centers of America, Inc., El Toro Medical Investors, L.P. dba Lake Forest Nursing Center, Life Care Centers of America, Inc. dba Mirada Hills Rehabilitation and Convalescent Hospital, Garden Grove Medical Investors Limited Partnership, Vista Medical Investors Limited Partnership, and Escondido Medical Investors Limited Partnership, and their present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies and entities, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly or severally liable with Defendants, or any of them.
- You are a Participating Class Member, which means that you did not request exclusion from the Class.
- Your settlement payment is enclosed with this Notice of Settlement Share and Release of Claims.

I. CALCULATION OF SETTLEMENT SHARE

- After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, and the Settlement Administrator’s expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount” is distributed to Participating Class Members.
- Each Participating Class Member is entitled to receive a portion of the Net Settlement Amount (his/her “Settlement Share”) calculated by dividing the Net Settlement Amount by the total number of

Participating Class Members on an equal pro rata basis, but in no event may the individual settlement payment exceed \$1,000 for each Participating Class Member.

II. RELEASE

- The settlement in this case has resulted in a release of claims by Participating Class Members as follows:

Upon entry of final judgment, Plaintiff and all Participating Class Members and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will forever and completely release and discharge Defendants and the Released Parties from any and all claims, charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest, damages (including but not limited to actual damages, statutory damages, and punitive damages), restitution, injunctive relief, declaratory relief and remedies of any other type during the Class Period through the date of Preliminary Approval that were or could have been asserted in this Action based on any facts, conduct, circumstances, transactions, events, policies, procedures, occurrences, acts, disclosures, statements, omissions or failures to act that are pled or that arise out of or are related to the facts, conduct, circumstances, transactions, events, policies, procedures, occurrences, acts, disclosures, statements, omissions or failures to act, which are asserted or which could have been asserted in the First and Second causes of action of the Complaint and First Amended Complaint, including any and all claims that Plaintiff and the Participating Class Members have arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Complaint and First Amended Complaint relating to the First and Second causes of action, including but not limited to any and all claims under 15 U.S.C. § 1681b(b) of the Fair Credit Reporting Act for actual damages, statutory damages, punitive damages, injunctive relief, declaratory relief and attorneys' fees, and any similar, analogous or tangential state law claims ("Released Claims").

The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff and Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Specifically, none of the amounts paid under the Settlement to Plaintiff and Participating Class Members constitute compensation under any "Employee Benefit Plan" as defined by section 3(3) of ERISA; Participating Class Members waive any and all claims for additional contributions to, and/or benefits under, any Employee Benefit Plan maintained or sponsored by Defendants based on any amount paid under this Agreement; and they release any claim for employee benefits, including any and all claims arising under ERISA, arising out of, or related to, the amounts paid under this Agreement.