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

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

14 MONICA CUTHBERT, SHERRI
15 MAYER, BELA CRISPIN, CORRINE
16 SALAZAR-ROSE, individuals, on
17 behalf of themselves and on behalf of
18 all persons similarly situated,

19 Plaintiffs,

20 vs.

21 AMERICAN PACIFIC MORTGAGE
22 CORPORATION, a California
23 Corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

CASE No. S-CV-0049369

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

Hearing Date: February 18, 2025

Hearing Time: 8:30 a.m.

*[Hearing scheduled by Orders dated July 23
2024 and November 4, 2024]*

Judge: Hon. Trisha Hirashima

Department: 42

Action Filed: October 27, 2022

Trial Date: Not set

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

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

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

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant American
2 Pacific Mortgage Corporation (“Defendant”) reached a full and final settlement of the above-captioned
3 action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this
4 Settlement, the Gross Settlement Amount to be paid by Defendant is Six Hundred Thousand Dollars
5 (\$600,000.00) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.24 and 3.1.) Under the Settlement,
6 the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class
7 Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel
8 Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
9 Payments to Plaintiffs; and (5) the PAGA Penalties. (Agreement at ¶ 1.24.)

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

13 (c) Within twenty-one (21) days of the Effective Date, Defendant shall deposit the Gross
14 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class
15 Payments to Participating Class Members along with the other Court-approved distributions shall be
16 made by the Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount.
17 (Agreement at ¶ 5.1.)

18 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
19 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
20 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
21 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
22 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
23 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
24 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
25 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
26 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant’s records,
27 however, Class Members will have the right to challenge the number of Workweeks.

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. See Declaration of Madely Nava ("Nava
4 Decl.") ¶ 7, Exh. A. Class Members were provided with the opportunity to exclude themselves or "opt
5 out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Nava Decl. ¶ 7,
6 Exh. A. Significantly, there have been no objections and no requests to opt-out. Nava Decl. ¶¶ 11-12..
7 Therefore, all Class Members (100.00%) are deemed Participating Class Members who are bound by the
8 Settlement and will be entitled to receive a Settlement Share. Nava Decl. ¶¶ 13-15 All Aggrieved
9 Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA
10 Penalties and will remain subject to the release of the PAGA Released Claims regardless of their request
11 for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice advised the Class Members of their
12 right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) A Participating Class Member must cash his or her Individual Class Payment check within
14 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
15 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
16 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
17 requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

18 (g) Apex Class Action, LLC was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
20 administration in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(c).) As set forth in the Nava
21 Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date, as well
22 as anticipated fees and costs for completion of the settlement administration, are \$15,500.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
25 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
26 Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).) Subject to
27 Court approval, the Agreement provides for a payment of no more than \$12,500 each to the Plaintiffs as
28 the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for

1 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
2 support, including lodestar.

3 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
4 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
5 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$50,000, to be allocated into PAGA Penalties 1 in the
6 amount of \$11,000 and PAGA Penalties 2 in the amount of \$39,000. (Agreement at ¶ 3.2(d).) Pursuant
7 to the express requirements of Labor Code § 2699(i), the PAGA Penalties 1 and PAGA Penalties 2 shall
8 be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA")
9 as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed
10 to Aggrieved Employees Group 1 and Aggrieved Employees Group 2, respectively, based on the number
11 of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof
12 of service, the LWDA has been served with this motion and the Agreement. .

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 4.) In sum, the Settlement valued
16 at \$600,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
17 liability and class certification in this case were far from certain in light of the defenses asserted by
18 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated July 23, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On November
25 18, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
26 provided each class member with the terms of the Settlement, including notice of the claims at issue and
27 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
28 being sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. *See* Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
2 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
3 there have been no objections and no requests to opt-out. Nava Decl. ¶¶ 11-12. As such, the entire Class
4 (100 %) will participate in the Settlement and will be sent a settlement check. *See* Nava Decl. at ¶¶ 13-15
5

6 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
7 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,
8 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were
9 not timely paid earned wages, were not provided reimbursement for required expenses, were not paid
10 accrued and used sick pay at the correct rate of pay, were not provided accurate itemized wage statements,
11 and were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney
12 fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the
13 other Class Members by virtue of the foregoing claims
14

15 6. Procedural History of the Litigation

16 (a) On July 14, 2022, Plaintiff Cuthbert filed with the LWDA and served on Defendant a notice
17 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
18 on behalf of Aggrieved Employees for various Labor Code violations.

19 (b) On October 27, 2022, Plaintiff Cuthbert filed a class action Complaint against Defendant in
20 the Superior Court of the State of California, County of Placer. This class action Complaint asserted class
21 claims against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200,
22 et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and
23 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198;
24 (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure
25 to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide
26 accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse
27 employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide
28 wages when due in violation of California Labor Code §§ 201, 202 and 203; and (9) failure to pay sick

1 pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On December 9, 2022,
2 Plaintiff Cuthbert filed a separate Representative Action Complaint against Defendants (the "PAGA
3 Action"). Plaintiff Vincent's Representative Action Complaint asserted one cause of action against
4 Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§
5 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
6 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
7 Applicable Wage Orders.

8 (c) As part of the Settlement, the Parties stipulated to Plaintiffs filing a First Amended Class and
9 Representative Action Complaint in the Class Action that added the claims and parties from the PAGA
10 Action into the first-filed Class Action, and also added Plaintiffs Crispin, Mayer and Salazar-Rose as
11 named plaintiffs and class representatives. The First Amended Class and Representative Action
12 Complaint is the operative complaint in the Action (the "Operative Complaint")

13 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
14 informal discovery and the production of documents, class data, and other information, allowing for the
15 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
16 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch
17 data for the Class covering 108,123 shifts and 21,427 workweeks; (3) Defendant's wage and hour
18 policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided by
19 Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient
20 for Plaintiffs' expert to prepare the valuations of the claims for the Class.

21 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
22 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
23 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
24 engaged in significant research and investigation in connection with the Action. Class Counsel has
25 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
26 to perform an analysis of the data and valuation of the claims.

27 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
28 to mediation, the Parties engaged in the above investigation and the exchange of documents and

1 information in connection with the Action. On August 15, 2023, the Parties participated in an all-day
2 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
3 actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal
4 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
5 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
6 length and contentious.

7 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
8 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
9 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
10 among other things, that it has complied at all times with the California Labor Code, applicable Wage
11 Order, and all other laws and regulations. Further, Defendant contends that class certification is
12 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
13 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
14 certification on the basis that the claims meet the requisites for class certification. Without admitting that
15 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
16 purposes only. (Agreement at ¶ 2.7.) The Parties agree that certification for settlement purposes is not
17 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
18 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
19 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
20 with respect to the Class are satisfied.

21 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
22 discovery was obtained, which included the production of relevant documents and data. Class Counsel
23 engaged in a thorough review and analysis of the relevant documents and data with the assistance of an
24 expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
25 information to make an informed judgment regarding the likelihood of success on the merits and the
26 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated
27 settlements with other employers in actions involving nearly identical issues and analogous defenses.
28 Based on the foregoing data and their own independent investigation, evaluation and experience, Class

1 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
2 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
3 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
4 appellate issues.

5

6 7. History of Settlement Discussions

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

13 (b) The Parties attended an arms-length mediation session with Tripper Orman, Esq., a respected
14 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
15 for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and employment data
16 and other information regarding the Class Members, various internal documents, and other compensation
17 and employment-related materials. Class Counsel analyzed the data with the assistance of damages
18 expert Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the
19 all-day mediation session, with after arms' length negotiations both during and after the mediation, the
20 Parties agreed to this Settlement based upon a mediator's proposal.

21 (c) From September 2023 to December 2023, the settlement agreement and exhibits thereto
22 were finalized and executed. On July 23, 2024, the Court issued its Order granting preliminary approved
23 of the settlement as fair, adequate, and reasonable to the Class.

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

26

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

28 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the

1 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
2 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
3 work time was properly recorded. Defendant maintained there was no miscalculation of the regular rate
4 when paying wages to the Plaintiffs and the Class. Defendant contend that their meal and rest period
5 policies fully complied with California law and that Defendant did not fail to provide the opportunity for
6 legally required meal and rest breaks. Defendant contends that there was no failure to pay for business
7 expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was
8 not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v.*
9 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class
10 certifiability as to the meal and rest period claims. Defendant also argues that based on its facially lawful
11 practices, Defendant acted in good faith and without willfulness, which if accepted would negate the
12 claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec.*
13 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was
14 providing a complete and accurate wage statement in compliance with the requirements of section 226,
15 then it has not knowingly and intentionally failed to comply with the wage statement law.") If successful,
16 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs
17 believe that these defenses could be overcome, Defendant maintains these defenses have merit and
18 therefore present a serious risk to recovery by the Class.

19 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
20 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
21 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
22 propriety of class certification, arguing that individual issues precluded class certification. Further, as
23 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
24 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
25 been certified. While other cases have approved class certification in wage and hour claims, class
26 certification in this action was hotly disputed and the maintenance of a certified class through trial was
27 by no means a foregone conclusion.

28 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation

1 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
2 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
3 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
4 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
5 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
6 and length of a trial against Defendant through possible appeals which could take at least another two or
7 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
8 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
9 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
10 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
11 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
12 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
13 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

14 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
15 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
16 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
17 favorably to the value of the claims. Based upon 325 Class Members who collectively worked an
18 estimated 25,850 workweeks, the Gross Settlement Amount provides an average value of \$1,8461per
19 Class Member and \$23 per workweek and, after deductions, the Net Settlement Amount provides an
20 average recovery of \$798.46 per Class Member and a recovery of \$10.03 per workweek. The calculations
21 to compensate for the amount due for the Class at the time of the mediation were calculated by Berger
22 Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs
23 used the expert to analyze the data and determine the potential unpaid wages for the employees. For the
24 Class, the maximum potential damages were calculated to be \$261,906 for alleged reporting time wages,
25 \$779,538 for the alleged unpaid wages for off-the-clock work at one hour per week, \$84,038 for the
26 alleged unpaid wages due to miscalculation of the regular rate when paying wages, \$105,152 for the
27 alleged underpayment of sick pay, \$1,570,836 for alleged meal period damages based upon a 41.7%
28 potential violation rate for all shifts worked, \$1,662,265 for alleged rest period damages based upon the

1 same 41.7% potential violation rate for shifts worked, \$26,450 for alleged unreimbursed business
2 expenses at \$5 per month. As a result, the total damage valuation was calculated that Defendant was
3 subject to a maximum damage claim in the amount of \$6,228,280. As to potential penalties, Plaintiffs
4 calculated that potential waiting time penalties were a maximum of between \$745,929 and \$1,030,092,
5 and potential maximum wage statement penalties were \$569,700.¹ Defendant vigorously disputed
6 Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of \$600,000
7 represents more than 14% of the maximum value of the alleged damages at issue in this case at the time
8 this Settlement was negotiated.² Importantly, the recent decision that good faith belief of compliance by
9 the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
10 negate the claims for waiting time and wage statement penalties, even if wages were owed to the class.
11 The above maximum calculations should then be realistically risk adjusted in consideration for both the
12 risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount
13 of the settlement as compared to the potential value of claims in this case and the defenses asserted by
14 Defendant, this settlement is fair and reasonable.³ Clearly, the goal of this litigation has been met.

16 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
17 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
18 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
19 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
20 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
21 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
22 as to whether and when the wages were due.").

23 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
24 Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The
25 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'
26 Motion for Preliminary Approval..

27 ³ *See Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
28 settlement where the settlement amount constituted approximately 25% of the estimated overtime
damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
(N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
2 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
3 defenses both to liability and to class certification. The maximum and average class member allocation
4 (in addition to their Individual PAGA Payment) are \$2,690.37 and \$798.46, respectively. *See* Nava Decl.
5 ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal,
6 the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

12
13 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

16 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
17 fund settlement to be paid by Defendant to the Class in the amount of Six Hundred Thousand Dollars
18 (\$600,000.00). (Agreement at ¶¶ 1.24 and 3.1.) As part of the settlement, the parties agreed to an award
19 of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
20 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
21 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

22 (b) In the class action context, that means "attempting to award the fee that informed private
23 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
24 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
25 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
26 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
27 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
28 value of the award requested.

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

4
5 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
6 Created for the Benefit of the Class

7 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
8 of the Gross Settlement Amount of \$600,000, which equals \$200,000 for attorneys' fees. As part of the
9 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
10 incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendant
11 also agreed that Plaintiffs can be awarded a Class Representative Service Payments in the amount of
12 \$12,500 each, \$50,000 total, as their service awards under the Agreement.

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

18 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
19 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
20 with his fee. The attorney working on a contingent basis can only log hours while working without pay
21 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
22 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
23 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
24 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
25 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for
26 over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware
27 of other similar cases where the court dismissed the class allegations or denied class certification. Under
28 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

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

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

24 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
25 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
26 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
27 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
28 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class

1 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
2 Counsel advanced more than \$23,000 in costs which could not have been recovered if this case had been
3 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
4 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
5 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
6 Plaintiffs also support the requested awards.

7 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
8 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
9 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$200,000 is
10 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
11 **records for Class Counsel evidence that through January 23, 2025, Class Counsel's total lodestar**
12 **is \$198,738.75, with significant additional fees still to be incurred to complete final approval and**
13 **the settlement process.** The requested fee award is therefore currently equivalent to Class Counsel's total
14 lodestar, and there will be additional lodestar incurred by Class Counsel to complete the settlement
15 process and manage the settlement distribution and reports. Such a multiplier is within the range of
16 multipliers approved in other cases such as *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work
17 was efficiently performed and highly successful, and Class Counsel should not be punished for efficient
18 and successful litigation. As a result, this Court may conclude that the requested award is fair and
19 reasonable and is justified under California law.⁵

21 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
22 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
23 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
24 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
25 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from
26 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009)
(affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66
(2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex*
Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

27 ⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
28 have been approved by Court's throughout California, including the Courts in the Superior Court of
California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by

1 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
2 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
3 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
4 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
5 Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if counsel is not
6 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
7 discouraged from prosecuting similar cases.

8 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
9 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
10 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
11 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
12 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
13 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
14 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
15 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
16 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
17 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
18 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
19 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
20 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
21 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
22 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
23 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
24 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
25

26 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
27 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
28 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775
average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are
reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
2 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
3 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
4 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
5 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
6 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
7 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
8 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
9 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
10 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
11 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
12 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
13 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
14 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
15 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
16 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
17 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
18 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
19 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
20 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
21 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
22 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
23 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
24 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
25 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
26 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
27 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
28 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in

1 a wage and hour class settlement.

2 12. **The contemporaneous billing records for Class Counsel evidence that through**
3 **January 23, 2025, Class Counsel’s total lodestar is \$198,738.75, with significant additional fees still**
4 **to be incurred to complete final approval and the settlement process.** From June 20, 2022 to January
5 23, 2025, my firm worked on this matter for over 263 hours, with hourly rates for attorneys ranging from
6 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$198,738.75. The
7 requested fee award is therefore currently equivalent to Class Counsel’s total lodestar without a
8 multiplier, and there will be additional lodestar incurred by Class Counsel to complete the settlement
9 process and manage the settlement distribution and reports. A detailed breakdown of the total fees and
10 the services performed by the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel
11 will be performing significant additional work that is not included in this lodestar amount, including
12 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
13 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for
14 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
15 community for similar work and, if this were a commercial matter, these are the charges that would be
16 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
17 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
18 Matrix is attached hereto as Exhibit # 4. These hourly rates have been approved by Court’s throughout
19 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
20 Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in
21 line with those prevailing in the [relevant] community’—the Central District of California”. Finally, the
22 reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the
23 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
24 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
25 LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and
26 “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other
27 firms practicing in the Southern District of California.) This survey is useful to show that Class
28 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of

1 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
2 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
3 counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535
4 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges
5 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class
6 Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable.
7 Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar
8 incurred with a reasonable multiplier which will be even less by the completion of the settlement. This
9 is comparable to the multipliers approved in other cases. The requested award is therefore reasonable
10 viewed by the Lodestar/Multiplier cross-check.

12 Litigation Expenses

13 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
14 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel requests reimbursement
15 for incurred litigation expenses and costs in the amount of \$23,761.23. Class Counsel incurred expenses
16 of \$23,761.23 as set forth in counsel’s billing records, which is less than the “not to exceed” amount of
17 \$25,000. These litigation expenses include filing fees, mediation expenses, expert expenses (Berger
18 Consulting), and attorney service charges (Knox, OneLegal), research charges (LexisNexis), and
19 appearance fees, all of which are costs normally billed to and paid by the client.⁶ The details of the
20 litigation expenses incurred are set forth in Exhibit #3. These costs were reasonably incurred in the
21 prosecution of the Action.

23 Service Awards

24 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed

26 ⁶ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 service awards of \$12,500 each in accordance with the Agreement for their time, risk and effort expended
2 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to
3 these payments and there have been no objections to the requested service awards. The Plaintiffs'
4 Declarations are submitted in support of this request and are attached hereto as Exhibits #5-8. As the only
5 representatives of the Class, Plaintiffs performed their duties to the Class admirably and without
6 exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,
7 responding to numerous requests, searching for documents, working with counsel, and reviewing the
8 settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive
9 release as part of the Settlement, far beyond the class release. The declarations of Plaintiffs detail the
10 involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious
11 risk that they might possibly be liable for costs and fees to Defendant, as well as the reputational risk of
12 being "blacklisted" by other future employers for having filed a class action on behalf of fellow former
13 employees. Without the Plaintiffs' participation, cooperation and information, no other employees would
14 be receiving any benefit. The payment of service awards to successful class representatives is appropriate
15 and the amount of \$12,500 each is well within the currently awarded range for similar settlements. The
16 requested award is also reasonable by reference to the amounts that other California courts have found
17 to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*,
18 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of
19 \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at
20 *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S.
21 Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v.*
22 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000
23 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*,
24 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
25 \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
26 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
27 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in
28 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles

1 County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
2 *LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award);
3 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court
4 (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
5 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service
6 award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,
7 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*
8 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding
9 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County
10 Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,
11 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service
12 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
13 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*
14 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service
15 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July
16 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
17 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
18 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
19 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
20 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
21 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
22 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
23 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
24 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
25 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
26 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
27 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
28 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*

1 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
2 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
3 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
4 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
5 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
6 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241
7 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*
8 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000
9 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San
10 Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG*
11 *Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000
12 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case
13 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

14 15. The requested service awards are also reasonable in light of the reputational risk that
15 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
16 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
17 searchable on the internet and may become known to prospective employers when evaluating" him for
18 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
19 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
20 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
21 exists that allows employers to run extensive background searches on potential employees. Companies
22 who provide these services specifically highlight the fact that their services allows employers to weed out
23 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
24 a prospective employee is likely to sue" the employer, through background checks and other means, to
25 screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has become
26 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
27

28 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

1 culture, employers simply cannot afford to hire employees who will put their company at risk."⁸
2 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
3 extremely competitive and highly litigious, conducting pre employment background checks has become
4 a necessity."⁹

5 16. As a result, Class Counsel respectfully requests approval of the application for award of
6 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
7 expenses in the amount of \$23,761.23, and approval of the requested service awards to the Plaintiffs.

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

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 23rd day of January, 2025, at San Diego, California.

13 /s/ Norman Blumenthal
14 NORMAN B. BLUMENTHAL
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26 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁹ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

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Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

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Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., 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; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior

Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Monica Cuthbert, Bela Crispin, Sherri Mayer, and Corrine Salazar-Rose (“Plaintiffs”) and defendant American Pacific Mortgage Corporation (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” collectively means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned: (1) *Monica Cuthbert vs. American Pacific Mortgage Corporation*, Case No. S-CV-0049369, filed on October 27, 2022 and pending in Superior Court of the State of California, County of Placer, with the First Amended Class Action and Representative Action Complaint, filed on October 30, 2023; and (2) *Monica Cuthbert vs. American Pacific Mortgage Corporation*, Case No. S-CV-0049559, filed on December 9, 2022 and pending in Superior Court of the State of California, County of Placer.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” collectively means the “Aggrieved Employees Group 1” and the “Aggrieved Employees Group 2.”
- 1.5. “Aggrieved Employees Group 1” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period who did not sign an arbitration agreement.
- 1.6. “Aggrieved Employees Group 2” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period who signed an arbitration agreement.
- 1.7. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period who did not sign an arbitration agreement, and excluding non-exempt employees who were employed by Defendant as loan officer assistants or processors, or who performed equivalent duties to loan officer assistants and processors, up to February 18, 2020.

- 1.8. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.9. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.10. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s first and last name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.11. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.12. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.13. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.14. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.15. “Class Period” means the period of time from October 27, 2018 through the earlier of preliminary approval or December 1, 2023.
- 1.16. “Class Representative” means the named Plaintiffs in the Action or Operative Complaints in the Action seeking Court approval to serve as a Class Representative.
- 1.17. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representative in order to compensate for initiating the Action,

performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiffs.

1.18. "Court" means the Superior Court of California, County of Placer.

1.19. "Defendant" means American Pacific Mortgage Corporation.

1.20. "Defense Counsel" means Alexander M. Medina and Douglas R. Leach of Medina McKelvey LLP.

1.21. "Effective Date" means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.22. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.24. "Gross Settlement Amount" means Six Hundred Thousand Dollars (\$600,000.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer-side payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.27. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.31. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period and recorded time worked in Defendant’s timekeeping system of record.
- 1.33. “PAGA Period” means the period of time from December 9, 2021 through the earlier of preliminary approval or December 1, 2023.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. “PAGA Notice” means Plaintiff Cuthbert’s July 14, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” collectively means “PAGA Penalties 1” and “PAGA Penalties 2.”
- 1.37. “PAGA Penalties 1” the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees Group 1 (\$2,750) and the 75% to LWDA (\$8,250) in settlement of PAGA claims.

- 1.38. "PAGA Penalties 2" the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees Group 2 (\$9,750) and the 75% to LWDA (\$29,250) in settlement of PAGA claims.
- 1.39. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.40. "Plaintiffs" collectively mean Monica Cuthbert, Bela Crispin, Sherri Mayer, and Corrine Salazar-Rose., the named plaintiffs in the Action.
- 1.41. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.42. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Action or Operative Complaints which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.
- 1.43. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action or Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation,, and PAGA claims outside of the PAGA Period.
- 1.44. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.46. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.48. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day and was paid for time worked as recorded in Defendant’s timekeeping system of record. Time paid, but not worked, such as for vacation or sick leave, shall not be included in calculating unique workweeks.

2. RECITALS

The Class Action

2.1. On October 27, 2022, Plaintiff Cuthbert commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Placer (the “Class Action”). Plaintiff Cuthbert’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code §§ 17200 *et seq.*;
- (b) Failed to pay minimum wages in violation of Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 346.

The PAGA Action

2.2. On December 9, 2022, Plaintiff Cuthbert filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Placer (the “PAGA Action”), alleging one cause of action for Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the Applicable Wage Orders.

Pleading Amendment

- 2.3. As part of this Settlement Agreement, the parties agree to stipulate to the filing of a First Amended Class Action and Representative Action Complaint that adds the claims and parties from the PAGA Action into the first-filed Class Action, and also adds Plaintiffs Crispin, Mayer and Salazar-Rose as named plaintiffs and class representatives. The First Amended Class Action and Representative Action Complaint, which was filed on October 30, 2023, shall be the operative complaint in the Action (the “Operative Complaint”)
- 2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.5. On August 15, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.6. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$600,000.00 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. As further discussed below, the Gross Settlement Amount does not compensate Plaintiff Cuthbert for any of her individual discrimination claims, which are not released in connection with this settlement.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$12,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member) each. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$200,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other

Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, to be allocated into PAGA Penalties 1 in the amount of \$11,000 and PAGA Penalties 2 in the amount of \$39,000, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.
 - i. PAGA Penalties 1: 75% of PAGA Penalties 1 will be allocated to the LWDA PAGA Payment and 25% will be allocated to the Individual PAGA Payments to Aggrieved Employees Group 1. The Administrator will calculate each Individual PAGA Payment for the Aggrieved Employees Group 1 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 1 (\$2,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees Group 1 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee Group 1's PAGA Pay Periods.
 - ii. PAGA Penalties 2: 75% of PAGA Penalties 2 will be allocated to the LWDA PAGA Payment and 25% will be allocated to the Individual PAGA Payments to Aggrieved Employees Group 2. The Administrator will calculate each Individual PAGA Payment for the Aggrieved Employees Group 2 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 2 (\$9,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees Group 2 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee Group 2's PAGA Pay Periods.
 - iii. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- iv. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by
 - (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of an estimated 310 Class Members who collectively worked a total of an estimated 25,000 Workweeks during the Class Period through the date of mediation, and 1,017 Aggrieved Employees who worked a total of 30,000 PAGA Pay Periods, an estimated 6,000 Pay Periods of which were worked by Aggrieved Employee Group 1 through the date of mediation.
- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably

feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The

Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs Crispin, Mayer, and Salazar-Rose's Release. Plaintiffs Crispin, Mayer, and Salazar-Rose, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action or Operative Complaint, though Plaintiff Cuthbert expressly does not release her individual discrimination claims as explained further below in paragraph 6.1(b), and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action or Operative Complaint, Plaintiffs' PAGA Notice ("Plaintiffs Crispin, Mayer, and Salazar-Rose's Release"). Plaintiffs Crispin, Mayer, and Salazar-Rose's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs Crispin, Mayer, and Salazar-Rose acknowledge that Plaintiffs Crispin, Mayer, and Salazar-Rose may discover facts or law different from, or in addition to, the facts or law that Plaintiffs Crispin, Mayer, and Salazar-Rose now know or believe to be true but agrees, nonetheless, that Plaintiffs Crispin, Mayer, and Salazar-Rose's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs Crispin, Mayer, and Salazar-Rose's discovery of them.

(a) Plaintiffs Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, with the exception of Plaintiff Cuthbert's individual

discrimination claims as explained further below in paragraph 6.1(b). Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

(b) Plaintiff Cuthbert's Unreleased Individual Claims. Plaintiff Cuthbert does not provide any release of any individual claims that Plaintiff Cuthbert could allege, other than the same Released Class Claims and Released PAGA Claims released by all Class Members as described in this paragraph, based on her former employment relationship with Defendant. Specifically, Plaintiff Cuthbert does not provide a release of any claims related to her complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code §§ 12900, *et seq*, CRD Matter Number: 202308-21700921.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 21 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of

the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement

and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand

additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
 - (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.
- 8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
 - (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

(d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

(e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the qualifying workweeks worked by the Class Members during the Class Period or the pay periods worked during the PAGA Period ultimately increase by more than 10% (i.e., if the workweeks exceed 27,750 or PAGA pay periods exceed 33,000) of the amounts set forth in paragraph 4.1, Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period or PAGA Period as of the date on which the number of workweeks reaches 27,750 or 33,000 PAGA pay periods, or (2) increase the Gross Settlement Amount

on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% or increase the Gross Settlement amount on a proportional basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above the 10% (i.e., if there was 11% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment

is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement

negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Alexander M. Medina
Douglas R. Leach
Medina McKelvey LLP
925 Highland Pointe Drive
Roseville, California 95678
Tel.: (916) 960-2211
Fax: (916) 742-5488
E-Mail: alex@medinamckelvey.com
doug@medinamckelvey.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding by all parties until the entry of the final approval order and judgment or if not entered the date until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 28, 2023


Monica Cuthbert (Nov 28, 2023 18:28 PST)

Plaintiff Monica Cuthbert

Dated: Nov 28, 2023


Bela Crispin (Nov 28, 2023 16:38 PST)

Plaintiff Bela Crispin

Dated: Nov 28, 2023


SHERRI L MAYER (Nov 28, 2023 17:13 PST)

Plaintiff Sherri Mayer

Dated: Nov 28, 2023


Corrine Salazar-Rose (Nov 28, 2023 16:29 PST)

Plaintiff Corrine Salazar-Rose

Dated: _____

[name]
For Defendant American Pacific Mortgage

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding by all parties until the entry of the final approval order and judgment or if not entered the date until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

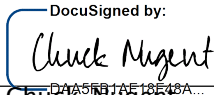
The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Monica Cuthbert

Dated: _____
Plaintiff Bela Crispin

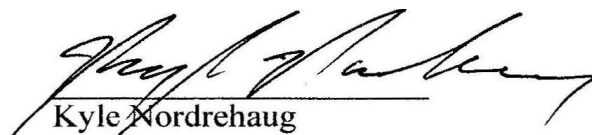
Dated: _____
Plaintiff Sherri Mayer

Dated: _____
Plaintiff Corrine Salazar-Rose

Dated: 12/12/2023


 Chuck Nugent [name]
 For Defendant American Pacific Mortgage

Dated: 12/19/23



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 12/12/2023



Alexander M. Medina

Douglas R. Leach
Medina McKelvey LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND REPRESENTATIVE
ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

Cuthbert vs. American Pacific Mortgage Corporation,
Superior Court of the State of California, County of Placer, Case No. S-CV-0049369, which
incorporated Case No. S-CV-0049559

The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant American Pacific Mortgage Corporation (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Monica Cuthbert, Bela Crispin, Sherri Mayer, and Corrine Salazar-Rose (“Plaintiffs”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (October 27, 2018 through December 1, 2023) who did not sign an arbitration agreement, and excluding non-exempt employees who were employed by Defendant as loan officer assistants or processors, or who performed equivalent duties to loan officer assistants and processors, up to February 18, 2020 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period which is December 9, 2021 through December 1, 2023 (“Aggrieved Employees”). Aggrieved Employees who did not sign an arbitration agreement are in “Aggrieved Employees Group 1” and Aggrieved Employees who signed an arbitration agreement are in “Aggrieved Employees Group 2”.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for share of the PAGA Penalties under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay**

periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and a share of the PAGA Penalties if eligible. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a

The Response Deadline is _____.	Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Placer County Superior Court, located at 10820 Justice Center Drive, Roseville, CA 95678, in Department _____ before Judge _____. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Class Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Placer (the “Court”), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period who did not sign an arbitration agreement, and excluding non-exempt employees who were employed by Defendant as loan officer assistants or processors, or who performed equivalent duties to loan officer assistants and processors, up to February 18, 2020.

The “Class Period” is October 27, 2018 through December 1, 2023.

2. What is this class action lawsuit about?

On October 27, 2022, Plaintiff Cuthbert filed a class action complaint against Defendant in the Superior Court of the State of California, County of Placer. Plaintiff Cuthbert asserted the following class claims against Defendants: unfair competition (Business and Professions Code §§ 172000 *et seq.*), failure to pay minimum wages (Labor Code §§ 1194, 1197, & 1197.1), failure to pay overtime wages (Labor Code §§ 510, *et seq.*), failure to provide required meal periods (Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order), failure to provide required rest periods (Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order), failure to provide accurate itemized wage statements (Labor Code § 226), failure to reimburse employees for required expenses (Labor Code § 2802), failure to provide wages when due (Labor Code §§ 201, 202, & 203), and failure to pay sick wages (Labor Code §§ 201-204, 233, & 346).

On December 9, 2022, Plaintiff Cuthbert filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of Placer, asserting a single cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*) (“PAGA”) alleging violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the Applicable Wage Orders.

As part of this Settlement Agreement, the Parties agree to stipulate to the filing of a First Amended Class Action and Representative Action Complaint in the Action which added the claims and parties from the PAGA Action and also added Plaintiffs Crispin, Mayer and Salazar-Rose as named plaintiffs and class representatives. The First Amended Class Action and Representative Action Complaint, which was filed on October 30, 2023 is the operative complaint in Case No. S-CV-0049369 and is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members

were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; the Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

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

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Six Hundred Thousand Dollars (\$600,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount within 21 days of the Effective Date. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$200,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$12,500 each to Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. PAGA Penalties 1: The Administrator will calculate each Individual PAGA Payment for the Aggrieved Employees Group 1 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 1 (\$2,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees Group 1 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee Group 1's PAGA Pay Periods. "Aggrieved Employees Group 1" means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period who did not sign an arbitration agreement. PAGA Penalties 2: The Administrator will calculate each Individual PAGA Payment for the Aggrieved Employees Group 2 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 2 (\$9,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees Group 2 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee Group 2's PAGA Pay Periods. "Aggrieved Employees Group 2" means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period who signed an arbitration agreement. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period (December 9, 2021 through December 1, 2023).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and

the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$255,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Action or Operative Complaints which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

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 or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendants, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action or Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant’s records reflect that you worked << _____ >> Workweeks during the Class Period (October 27, 2018 through December 1, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

[Defendant’s records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (December 9, 2021 through December 1, 2023). Based on this information your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed 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 Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Cuthbert vs. American Pacific Mortgage* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Cuthbert vs. American Pacific Mortgage*, Case No. S-CV-0049369. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amount Class Counsel is requesting for attorneys' fees and litigation expenses and the amount Plaintiff is requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cuthbert vs. American Pacific Mortgage* or on the Online Portal page for the California Superior Court for the County of Placer (<https://webportal.placerco.org/eCourtPublic/>) and entering the Case No. S-CV-0049369.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Cuthbert vs. American Pacific Mortgage*, Case No. S-CV-0049369, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <http://www.placer.courts.ca.gov/RAS-civil-appearance.shtml>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Alexander M. Medina
Douglas R. Leach
Medina McKelvey LLP
925 Highland Pointe Drive
Roseville, California 95678

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department _____ of the Superior Court of California, County of Placer County Superior Court, located at 10820 Justice Center Drive, Roseville, CA 95678, before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing. The hearing may be attended remotely. Instructions and scheduling for a remote appearance are located at: <http://www.placer.courts.ca.gov/RAS-civil-appearance.shtml>. Check the Court's website for the most current information. Class Counsel can assist you if you would like to appear at the hearing.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cuthbert vs. American Pacific Mortgage*. In addition, hearing dates are posted on the internet via the Online Portal page for the California Superior Court for the County of Placer (<https://webportal.placerco.org/eCourtPublic/>) and entering the Case No. S-CV-0049369 and the filing date of October 27, 2022.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Cuthbert vs. American Pacific Mortgage* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cuthbert vs. American Pacific Mortgage*. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of Placer

(<https://webportal.placerco.org/eCourtPublic/>) and entering the Case No. S-CV-0049369 and the filing date of October 27, 2022. If you wish to view the Court files in person, you should go to the Clerk's Office located at 10820 Justice Center Drive, Roseville, CA 95678.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

MONICA CUTHBERT, SHERRI MAYER,
BELA CRISPIN, CORRINE SALAZAR-
ROSE, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiff,

vs.

AMERICAN PACIFIC MORTGAGE
CORPORATION, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: S-CV-0049369

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept:

Date Filed: October 27, 2022
Trial Date: Not set

This matter came before the Honorable _____ of the Superior Court of the State of California, in and for the County of Placer, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Monica Cuthbert, Bela Crispin, Sherri Mayer, and Corrine Salazar-Rose ("Plaintiffs") for preliminary approval of the Settlement with Defendant American Pacific Mortgage Corporation ("Defendant"). The Court, having considered the briefs, argument of counsel and all

PRELIMINARY APPROVAL ORDER

1 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for
2 Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

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

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

12 3. The Gross Settlement Amount that Defendant shall pay is Six Hundred Thousand
13 Dollars (\$600,000.00). It appears that investigation and research have been conducted such that
14 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
15 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as avoid
16 the delay and risks that would be presented by the further prosecution of the Action. It further
17 appears that the Settlement has been reached as the result of serious and non-collusive, arms-length
18 negotiations.

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

25 5. The Agreement provides for an attorneys' fees award not to exceed one-third of the
26 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
27 proposed Class Representative Service Payments to Plaintiffs in an amount not to exceed \$12,500
28

1 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any
2 service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence
3 supporting these requests, including lodestar, prior to final approval.

4 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
5 representative treatment and certification of a class for settlement purposes only. This stipulation
6 will not be deemed admissible in this or any other proceeding should this Settlement not become
7 final. For settlement purposes only, the Court conditionally certifies the Class which consists of “all
8 individuals who were employed by Defendant in California and classified as a non-exempt
9 employee at any time during the Class Period who did not sign an arbitration agreement, and
10 excluding non-exempt employees who were employed by Defendant as loan officer assistants or
11 processors, or who performed equivalent duties to loan officer assistants and processors, up to
12 February 18, 2020.” The “Class Period” is October 27, 2018 through December 1, 2023.

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

23 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
24 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
25 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

1 9. The Agreement provides for \$50,000 PAGA Penalties out of the Gross Settlement
2 Amount, of which \$37,500 shall be allocated to the Labor & Workforce Development Agency
3 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement
4 pursuant to the PAGA and \$12,500 shall be allocated as the Individual PAGA Payments to the
5 Aggrieved Employees Group I and Aggrieved Employees Group II. “Aggrieved Employees Group
6 1” means all individuals who were employed by Defendant in California and classified as a non-
7 exempt employee at any time during the PAGA Period who did not sign an arbitration agreement.
8 “Aggrieved Employees Group 2” means all individuals who were employed by Defendant in
9 California and classified as a non-exempt employee at any time during the PAGA Period who
10 signed an arbitration agreement. The PAGA Period is December 9, 2021 through December 1,
11 2023. Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA will be provided notice
12 of the Agreement and these settlement terms. The Court preliminarily finds the PAGA Penalties to
13 be reasonable.

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

1 11. The Court hereby appoints Apex Class Action Administration as the Administrator.
2 No later than 21 days after this Order, Defendant will provide the Class Data to the Administrator.
3 The Defendant shall also provide the Class Data with respect to all Aggrieved Employees. The
4 Administrator will perform address updates and verifications as necessary prior to the first mailing.
5 Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after
6 receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class Members
7 via first-class regular U.S. Mail to their last known address.

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

22 13. Any Class Member who has not opted out may appear at the final approval hearing
23 and may object or express the Member’s views regarding the Settlement and may present evidence
24 and file briefs or other papers that may be proper and relevant to the issues to be heard and
25 determined by the Court as provided in the Class Notice. Class Members will have until the
26 Response Deadline to submit their written objections to the Administrator. Written objections may
27 also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice
28

1 Packet is re-mailed, the Response Deadline for written objections will be extended an additional
2 fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to
3 make an oral objection.

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

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

1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated, and
4 the Parties shall revert to their respective positions as of before entering into the Agreement, and
5 expressly reserve their respective rights regarding the prosecution and defense of this Action,
6 including all available defenses and affirmative defenses, and arguments that any claim in the
7 Action could not be certified as a class action and/or managed as a representative action. In such an
8 event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred
9 to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
10 Agreement with respect to the effect of the Agreement if it is not approved.

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

15
16 **IT IS SO ORDERED.**

17 Dated: _____

18 _____
19 HON.
20 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

MONICA CUTHBERT, SHERRI MAYER,
BELA CRISPIN, CORRINE SALAZAR-
ROSE, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiff,

vs.

AMERICAN PACIFIC MORTGAGE
CORPORATION, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: S-CV-0049369

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept:

Date Filed: October 27, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Monica Cuthbert, Bela Crispin, Sherri Mayer, and
2 Corrine Salazar-Rose (“Plaintiffs”) for an order finally approving the Class Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendant American Pacific Mortgage Corporation
4 (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable _____.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Placer, and over all Parties to
13 this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Thousand Dollars
16 (\$600,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length negotiations
18 conducted after Class Counsel had adequately investigated the claims and became familiar with the
19 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
20 assistance of an experienced mediator in the settlement process, among other factors, support the
21 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

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

25 **Notice to the Class**

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

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

19 **Fairness of the Settlement**

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

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

26 b. Plaintiffs' and their counsel's investigation and discovery have been
27 sufficient to allow the Court and counsel to act intelligently.

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

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

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

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

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

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

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

20 **Class Representative Service Payments**

21 12. The Agreement provides for Class Representative Service Payments of not more than
22 \$12,500 to each Plaintiff, subject to the Court's approval. The Court finds that Class Representative
23 Service Payments in the amount of \$ _____ to each of the Plaintiffs is reasonable in light of
24 the risks and burdens undertaken by Plaintiffs in this litigation, for their time and effort in bringing
25 and prosecuting this matter on behalf of the Class, and for their execution of a general release.

1 **Administration Expenses Payment**

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

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties of \$50,000 out of the Gross
10 Settlement Amount, \$37,500 of which shall be allocated to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$12,500 to be distributed as the Individual PAGA Payments
13 to the Aggrieved Employees Group I and Aggrieved Employees Group II. The Administrator will
14 calculate each Individual PAGA Payment for the Aggrieved Employees Group 1 by (a) dividing the
15 amount of the Aggrieved Employees' 25% share of PAGA Penalties 1 (\$2,750) by the total number
16 of PAGA Pay Periods worked by all Aggrieved Employees Group 1 during the PAGA Period and
17 (b) multiplying the result by each Aggrieved Employee Group 1's PAGA Pay Periods. "Aggrieved
18 Employees Group 1" means all individuals who were employed by Defendant in California and
19 classified as a non-exempt employee at any time during the PAGA Period who did not sign an
20 arbitration agreement. The Administrator will calculate each Individual PAGA Payment for the
21 Aggrieved Employees Group 2 by (a) dividing the amount of the Aggrieved Employees' 25% share
22 of PAGA Penalties 2 (\$9,750) by the total number of PAGA Pay Periods worked by all Aggrieved
23 Employees Group 2 during the PAGA Period and (b) multiplying the result by each Aggrieved
24 Employee Group 2's PAGA Pay Periods. "Aggrieved Employees Group 2" means all individuals
25 who were employed by Defendant in California and classified as a non-exempt employee at any
26 time during the PAGA Period who signed an arbitration agreement. The PAGA Period is December
27 9, 2021 through December 1, 2023. Pursuant to Labor Code section 2699, subdivision (l)(2), the
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1 LWDA was provided notice of the Agreement and these settlement terms and has not indicated any
2 objection thereto. The Court finds the PAGA Penalties to be reasonable.

3 **II.**

4 **ORDERS**

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

6 15. The Class is certified for the purposes of settlement only. The Class is defined as
7 follows:

8 All individuals who were employed by Defendant in California and classified as a
9 non-exempt employee at any time during the Class Period who did not sign an
10 arbitration agreement, and excluding non-exempt employees who were employed by
11 Defendant as loan officer assistants or processors, or who performed equivalent
12 duties to loan officer assistants and processors, up to February 18, 2020.

13 The Class Period is October 27, 2018 through December 1, 2023.

14 16. All persons who meet the foregoing definition are members of the Class, except for
15 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
16 REFERENCE TO IDENTIFY ANY OPT OUTS].

17 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
18 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
19 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
20 Agreement, by transmitting the funds to the Administrator no later than 21 days after the Effective
21 Date.

22 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and costs
23 in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
24 reimbursement from Defendants, Plaintiffs or members of the Class.

25 19. The payment of Class Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is approved.

26 20. The payment of \$_____ to the Administrator for its fees and expenses is
27 approved.

1 21. The PAGA Penalties of \$50,000 is approved and is to be distributed in accordance
2 with the Agreement.

3 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a
4 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

5 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
6 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
7 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
8 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
9 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is,
10 may be construed as, or may be used as an admission by or against Defendant of any fault,
11 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
12 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
13 evidence of, an admission, or concession with regard to the denials or defenses by Defendant.
14 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
15 Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the
16 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
17 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
18 Claims and/or Released PAGA Claims.

19 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
20 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
21 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
22 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to
23 individual Class Members.

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

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

5 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
6 Plaintiffs, and all members of the Class, shall take nothing in the Action.

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

9 28. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, the Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
12 release claims against all Released Parties as follows:

13 (a) All Participating Class Members, on behalf of themselves and their respective
14 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
15 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
16 claims that were alleged, or reasonably could have been alleged, based facts stated in the Action or
17 Operative Complaints which occurred during the Class Period. Except as expressly set forth in this
18 Agreement, Participating Class Members do not release any other claims, including claims for
19 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers' compensation, or Class claims based
21 on facts occurring outside the Class Period.

22 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The
25 "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could
26 have been alleged, based on the facts stated in the Action or Operative Complaint and the PAGA
27 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other
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1 PAGA claims, underlying wage and hour claims, vested benefits, wrongful termination, violation of
2 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
3 workers' compensation, and PAGA claims outside of the PAGA Period.

4 (c) Plaintiffs Crispin, Mayer, and Salazar-Rose, and their respective former and
5 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
6 generally, release and discharge Released Parties from all claims, transactions, or occurrences that
7 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
8 reasonably could have been, alleged, based on the facts contained, in the Action or Operative
9 Complaint, though Plaintiff Cuthbert expressly does not release her individual discrimination claims
10 as explained further below in paragraph 6.1(b), and (b) all PAGA claims that were, or reasonably
11 could have been, alleged based on facts contained in the Action or Operative Complaint, as fully set
12 forth in the Agreement. Plaintiff Cuthbert does not provide any release of any individual claims that
13 Plaintiff Cuthbert could allege, other than the same Released Class Claims and Released PAGA
14 Claims released by all Class Members as described in this paragraph, based on her former
15 employment relationship with Defendant. Specifically, Plaintiff Cuthbert does not provide a release
16 of any claims related to her complaint of discrimination filed with the Civil Rights Department
17 (CRD) pursuant to the California Fair Employment and Housing Act, Government Code §§ 12900,
18 *et seq*, CRD Matter Number: 202308-21700921

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

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

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

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5 Dated: _____

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HON.
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 01/22/2025
Due On: 02/21/2025

Monica Cuthbert
7005 Sutter Oak Ct
Sacramento, CA 95842

CA2687

American Pacific Mortgage

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/20/2022	Review and analyze original intake notes. Legal research regarding related litigation against Defendant in state and federal court. Research Defendant's business operations in CA and potential class size. Conference with plaintiff to discuss status.	3.90	\$850.00	\$3,315.00
Service	06/24/2022	Review and analyze documents and emails regarding DFEH and retaliation claims. Legal research regarding the same. Review and research off the clock work tasks. Conference with Plaintiff to discuss facts.	3.90	\$850.00	\$3,315.00
Service	07/01/2022	Review facts and law. Draft complaint.	4.60	\$850.00	\$3,910.00
Service	07/13/2022	Draft complaint. Send to Plaintiff for approval to file. Conference with Plaintiff to discuss facts and revisions. Revise complaint. Follow up for approval.	4.50	\$850.00	\$3,825.00
Service	07/14/2022	Research PAGA claims and penalties. Draft PAGA notice. Upload to LWDA website.	2.20	\$850.00	\$1,870.00
Service	09/06/2022	Review complaint for filing, analyze, advise ND	2.80	\$450.00	\$1,260.00
Service	09/07/2022	Review analysis and research from ND; analyze facts and claims; review and revise draft complaint; advise staff	2.00	\$950.00	\$1,900.00
Service	09/15/2022	Revise complaint for filing, advise ND	2.80	\$450.00	\$1,260.00

Service	10/17/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	10/17/2022	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
Service	10/18/2022	Review, edit & finalize class action complaint draft	2.50	\$675.00	\$1,687.50
Service	10/18/2022	Draft summons, civil case cover sheet & addendum/ statement of location re class action	0.50	\$675.00	\$337.50
Service	10/18/2022	Review & finalize class action complaint package; file in Placer Sup. Ct.	0.70	\$675.00	\$472.50
Service	10/27/2022	Review clerk's class complaint rejection notice; re- file per clerk instruction	0.50	\$675.00	\$337.50
Service	11/01/2022	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
Service	11/02/2022	Review final, filed complaint; review court notices and memo from RE; analysis re next steps	0.60	\$950.00	\$570.00
Service	11/21/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re class action	0.75	\$675.00	\$506.25
Service	11/23/2022	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	12/01/2022	Reviewed complaint and case notes. Updated team events calendar.	0.80	\$675.00	\$540.00
Service	12/06/2022	Review/analyze docs in file; create exhibit book; update case notes	2.50	\$750.00	\$1,875.00
Service	12/09/2022	Draft summons & civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	12/09/2022	Draft PAGA only representative action complaint	4.00	\$675.00	\$2,700.00
Service	12/09/2022	Review & finalize paga only complaint package; file in Placer Sup. Ct.	0.60	\$675.00	\$405.00
Service	12/09/2022	Review and analyze PAGA Notice and claims. Review and revise PAGA only complaint. Discuss venue and claims with R. Ehmann. Status update to Plaintiffs.	2.10	\$850.00	\$1,785.00
Service	12/13/2022	Review file and case notes; review and respond to defense counsel correspondence	0.40	\$750.00	\$300.00
Service	12/14/2022	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.50	\$675.00	\$337.50
Service	12/14/2022	Serve/upload complaint to LWDA website; save	0.40	\$675.00	\$270.00

confirmation for future verification of notice to LWDA					
Service	12/15/2022	Review original intake notes of Plaintiff Rose. Review entire employment file for legal claims. Analyze pay statements for overtime violations. Conference with Plaintiff Rose to discuss facts and status of lawsuit. Update draft complaint with new rep's claims.	3.20	\$850.00	\$2,720.00
Service	12/16/2022	Prepare for and attend call with defense counsel; advise team	0.70	\$750.00	\$525.00
Service	12/22/2022	Prepare initial documents for service of process re paga action; prepare notice & acknowledgment of receipt	0.60	\$675.00	\$405.00
Service	12/23/2022	Email to defense counsel with documents to complete service of process via NAR; instruct staff to send hard copy via u.s mail as per code	0.40	\$675.00	\$270.00
Service	12/27/2022	Review/respond to correspondence from defense counsel	0.40	\$750.00	\$300.00
Service	12/28/2022	Review and revise draft stipulation; circulate to defense to review; review additional handbooks produced by Defendant and documents re prior settled matter	1.50	\$750.00	\$1,125.00
Service	12/29/2022	Further revise stip and circulate to defendant for review	0.30	\$750.00	\$225.00
Service	01/05/2023	Review 1198.5 request for Hahn; send to defense counsel	0.40	\$750.00	\$300.00
Service	01/17/2023	Review file; draft/revise stipulation to stay pending mediation; circulate to defendant for review	0.70	\$750.00	\$525.00
Service	01/18/2023	Review 1198.5 letter for Crispin; correspondence with defense counsel re same	0.30	\$750.00	\$225.00
Service	01/19/2023	Finalize and execute PAGA stipulation; prepare for filing	0.40	\$750.00	\$300.00
Service	01/24/2023	Review/revise mediation data request; advise SP	0.40	\$750.00	\$300.00
Service	01/24/2023	Review correspondence, reps, complaint, orders, and case notes. Draft mediation Data Request for AJB. Finalized Mediation Data Request. Serve Mediation Data Request and 1198.5	2.90	\$675.00	\$1,957.50
Service	01/25/2023	Review and analyze entire employment file of Plaintiff Crispin. Conference with Plaintiff Crispin to discuss claims and inclusion into lawsuit. Update amended complaint.	2.80	\$850.00	\$2,380.00
Service	01/27/2023	Review and analyze 1198.5 document production from defendant re clients Cuthbert and Hahn	1.50	\$750.00	\$1,125.00

Service	02/09/2023	Review mediation data from Defendant; advise team	0.40	\$750.00	\$300.00
Service	02/21/2023	Draft pos-010 proof of service of summons re paga only action; file POS of summons w/executed notice & ack of receipt	0.60	\$675.00	\$405.00
Service	03/11/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	04/13/2023	Review entire employment file of Plaintiff Mayer. Review all pay stubs for regular rate violations. Research code of federal regulations for exclusions to regular rate. Conference with Plaintiff to discuss. Update draft complaint.	2.70	\$850.00	\$2,295.00
Service	05/03/2023	Review/analyze updated mediation data production; update exhibit book and advise AJB	0.50	\$750.00	\$375.00
Service	06/16/2023	Reviewed case file, notes, documents and correspondence. Drafted and sent communication to Counsel Re: Mediation Data.	1.10	\$675.00	\$742.50
Service	06/27/2023	Correspondence with defense counsel re mediation data/doc production; advise team	0.30	\$750.00	\$225.00
Service	06/30/2023	Reviewed Documents for all 5 Plaintiffs. Sorted exhibits for exhibit book. Created Mediation follow-up sheet. Drafted and sent correspondence to Defendant.	2.20	\$675.00	\$1,485.00
Service	07/17/2023	Review/analyze Defendant's mediation document/ data production; update file and advise team	1.50	\$750.00	\$1,125.00
Service	07/20/2023	Review and analyze discovery produced to date. Review data produced by Defendant for mediation purposes. Legal research regarding meal and rest break claims and class certification issues. Analyze Defendant's financial condition. Calls to 4 plaintiffs regarding mediation status and process. Prepare for mediation.	5.10	\$850.00	\$4,335.00
Service	07/23/2023	Legal research regarding previous settlements with similar workweeks and claims for mediation valuation. Analyze class demographics provided by Defendant. Draft MOU for mediation.	3.70	\$850.00	\$3,145.00
Service	07/24/2023	Calls with Plaintiffs to obtain facts for mediation and settlement authority.	1.90	\$850.00	\$1,615.00
Service	07/25/2023	Review facts and legal issues. Draft mediation brief.	6.10	\$850.00	\$5,185.00
Service	07/31/2023	Review/analyze Defendant's second batch of mediation data/document production; update file	1.50	\$750.00	\$1,125.00
Service	07/31/2023	Review docs, analyze re mediation issues. Advise AJ.	2.50	\$995.00	\$2,487.50

Service	08/03/2023	Draft mediation brief. Compile exhibits.	3.10	\$850.00	\$2,635.00
Service	08/07/2023	Review/update exhibit book re mediation document/ data production; correspondence with defense counsel re data discrepancies; revise mediation brief; advise AJB;	1.60	\$750.00	\$1,200.00
Service	08/07/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	08/07/2023	Review status and production for mediation; review updated exhibit book; analysis of claims; review research prepared by staff; provide input and strategy for mediation and settlement	2.00	\$950.00	\$1,900.00
Service	08/08/2023	Research re boot-up issue; advise AJB for mediation brief; review response correspondence from defense counsel re data issues	1.00	\$750.00	\$750.00
Service	08/09/2023	Review/analyze expert mediation damages analyses	1.00	\$750.00	\$750.00
Service	08/10/2023	Review med brief, analyze re settlement issues.	2.00	\$995.00	\$1,990.00
Service	08/10/2023	Calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	08/10/2023	Review mediation brief; analysis if issue; review damages and valuation issues; advise AJ	1.50	\$950.00	\$1,425.00
Service	08/14/2023	Review/analyze Defendant's mediation brief; discuss with AJB	1.00	\$750.00	\$750.00
Service	08/14/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	08/14/2023	Review and analyze all mediation materials including briefs and exhibits thereto. Analyze expert penalty and damage report and notes and assumptions from expert. Status update to Plaintiffs. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	08/14/2023	Review Def mediation brief; provide input and thoughts to AJ	0.50	\$950.00	\$475.00
Service	08/15/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	08/15/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	08/16/2023	Discuss mediation with AJB and next steps in light of outcome; advise team	1.00	\$750.00	\$750.00
Service	08/17/2023	Review discovery; advise team re post-mediation discovery	0.40	\$750.00	\$300.00
Service	08/17/2023	Reviewed documents and discussed with Client her individual claims. Received correspondence and updated file.	2.20	\$675.00	\$1,485.00

Service	08/18/2023	Discuss matter with SP; advise AJB re amended complaint	0.40	\$750.00	\$300.00
Service	08/18/2023	Draft Discovery: Reviewed and revised Plaintiff's initial discovery to Defendant, including RFAs, SROGS, FROGS, RFP, and notice of deposition of Defendant's PMK; Revised and finalized discovery for service; updated flow chart and advised AB.	2.80	\$450.00	\$1,260.00
Service	08/18/2023	Review/revise draft discovery requests; advise TM	1.00	\$750.00	\$750.00
Service	08/21/2023	Review/analyze/revise Defendant's revised post-mediation status report; advise SP	0.40	\$750.00	\$300.00
Service	08/22/2023	Reviewed case notes, documents, pleadings. Communication with Client. Filed and requested Right to Sue with the Department of Fair Employment and Housing. Drafted First Amended Complaint to include causes of action for Wrongful termination, discrimination and failure to accommodate.	3.40	\$675.00	\$2,295.00
Service	08/22/2023	Review and revise draft FAC; advise SP	1.00	\$750.00	\$750.00
Service	08/23/2023	Receipt and Review of Correspondence: Email from OPC re Plaintiff's discovery propounded to Defendant.	0.20	\$450.00	\$90.00
Service	08/25/2023	Reviewed case notes, documents and correspondence. Compiled information and documents for Individual claim. Discussed with JSH.	2.50	\$675.00	\$1,687.50
Service	08/25/2023	Synthesize evidence in support of discrimination claim; advise AJB re claims and supporting evidence	1.50	\$750.00	\$1,125.00
Service	08/28/2023	Discuss with SP re OSC hearing	0.30	\$750.00	\$225.00
Service	08/28/2023	Review /analyze mediator's proposal; discuss with AJB; advise team	0.30	\$750.00	\$225.00
Service	08/31/2023	Review/analyze mediator's proposal; discuss with AJB	0.40	\$750.00	\$300.00
Service	08/31/2023	Review docs, analyze re settlement issues. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	08/31/2023	Review/analyze mediator's proposal; provide input; analysis re settlement approval issues	0.50	\$950.00	\$475.00
Service	09/01/2023	Review draft class MOU; discuss individual claim with AJB	0.40	\$750.00	\$300.00
Service	09/01/2023	review MOU, analyze re approval issues. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	09/08/2023	Review/analyze Defendant's revisions to MOU	0.40	\$750.00	\$300.00
Service	09/08/2023	Review MOU; review Def revisions to MOU; advise AJ	0.60	\$950.00	\$570.00

Service	09/09/2023	Review mediation notes and emails from defense counsel. Review and analyze MOU terms. Send to 4 Plaintiffs for signatures. Follow up calls and emails explaining terms and settlement amounts.	1.80	\$850.00	\$1,530.00
Service	09/14/2023	Final MOU, advise ND	1.75	\$995.00	\$1,741.25
Service	09/15/2023	Review MOU; discuss with NBB; begin drafting longform	1.50	\$750.00	\$1,125.00
Service	09/18/2023	Continue/finish drafting MOU; discuss with NBB and KN	1.50	\$750.00	\$1,125.00
Service	09/18/2023	review case status, analyze carve out, advise JH.	2.00	\$995.00	\$1,990.00
Service	09/18/2023	Review final MOU; analysis of issues for long form agreement; advise JH	0.60	\$950.00	\$570.00
Service	09/19/2023	Review draft Agreement; advise JH as to revisions and provide input on issues JH raised.	1.00	\$950.00	\$950.00
Service	09/19/2023	Further revise agreement and send to defense counsel for review	0.30	\$750.00	\$225.00
Service	09/20/2023	Reviewed MOU and Longform Settlement Agreement. Reviewed case notes and class representative documents. Drafted First Amended Class and Representative Action Complaint.	3.90	\$675.00	\$2,632.50
Service	09/20/2023	Review/analyze draft FAC; advise SP	1.00	\$750.00	\$750.00
Service	09/26/2023	Review/further revise draft FAC; advise SP	0.60	\$750.00	\$450.00
Service	09/26/2023	Reviewed case notes, DFEH and documents. Organized file.	0.90	\$675.00	\$607.50
Service	10/04/2023	Draft: Drafted joint stipulation for leave to file Plaintiff's FAC; email to OPC re joint stipulation.	0.90	\$450.00	\$405.00
Service	10/16/2023	Correspondence with Opposing Counsel: Emails to and from OPC re joint stipulation and draft of FAC per terms of MOU; finalized and signed joint stipulation; advised HD re service and filing of joint stipulation.	1.20	\$450.00	\$540.00
Service	10/16/2023	Execute and finalize Proof of Service. Gather and attached Exhibit. Process and submit Joint Stipulation For Leave to File Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	10/17/2023	Review/analyze Defendant's revisions to longform; discuss with KN and advise	1.50	\$750.00	\$1,125.00
Service	10/17/2023	Review Def revisions and status of Agreement; advise JH	0.50	\$950.00	\$475.00

Service	10/30/2023	Reviewed Court's Order granting the Parties' joint stipulation for leave to amend.	0.20	\$450.00	\$90.00
Service	10/30/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	10/30/2023	Prepare Request For Dismissal without prejudice (PAGA)	0.50	\$250.00	\$125.00
Service	10/30/2023	Review Order and Stipulation. Revise, finalize and arrange for filing of FAC.	0.40	\$675.00	\$270.00
Service	11/01/2023	Obtained and downloaded copy of the filed First Amended Class and Representative Action Complaint. Uploaded First Amended Complaint to the LWDA website and save confirmation to the file.	0.50	\$250.00	\$125.00
Service	11/01/2023	Review file and status of longform; f/u with KN	0.30	\$750.00	\$225.00
Service	11/01/2023	Execute and finalize Proof of Service. Process and submit Request For Dismissal without prejudice (Paga Matter) to Court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
Service	11/01/2023	Reviewed Orders. Reviewed, revised, finalized and arranged for filing of Request for Dismissal without Prejudice of PAGA matter.	1.90	\$675.00	\$1,282.50
Service	11/07/2023	Review Defendant revisions to Agreement; review memo from JH; go through redlines; revise Agreement and prepare additional redlines; email Defendant.	2.75	\$950.00	\$2,612.50
Service	11/07/2023	Review/analyze KN further revisions to longform; discuss with KN	0.60	\$750.00	\$450.00
Service	11/14/2023	Research and obtain copy of the filed Request For Dismissal. Process and upload to electronic file.	0.20	\$250.00	\$50.00
Service	11/14/2023	Reviewed case file, docket and correspondence. Reviewed Request for Dismissal Order.	0.70	\$675.00	\$472.50
Service	11/16/2023	F/u correspondence with defense counsel re longform agreement	0.20	\$750.00	\$150.00
Service	11/17/2023	Review Defendant further revisions to longform; advise KN and discuss	0.50	\$750.00	\$375.00
Service	11/20/2023	Finalize longform; circulate to defense counsel for execution; draft and circulate joint CMC stmt for review	0.60	\$750.00	\$450.00
Service	11/20/2023	Prepare shell for the Joint CMC Statement. Forward to Attorney Herman for completion.	0.50	\$250.00	\$125.00
Service	11/21/2023	Review Defendant's proposed revisions to joint	0.30	\$750.00	\$225.00

		report; finalize and advise team re filing			
Service	11/21/2023	Review/revise draft PO; advise TM	0.60	\$750.00	\$450.00
Service	11/21/2023	Execute and finalize Proof of Service. Process and submit the Joint Case Management Statement to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	11/22/2023	re-submit the Joint CMC Statement for filing via One Legal (Defendant has confirmed First Appearance has been paid). Email parties to advise.	0.50	\$250.00	\$125.00
Service	11/28/2023	F/u correspondence with defense counsel re longform; advise team re execution	0.20	\$750.00	\$150.00
Service	11/28/2023	Review settlement agreement terms for conformity with MOU. Analyze exhibits thereto. Send to 4 Plaintiffs for signatures. Calls and emails to explain terms and process of settlement approval.	1.50	\$850.00	\$1,275.00
Service	11/29/2023	Review issues re Agreement; email JH re issue; work on Exhibits to Agreement	1.50	\$950.00	\$1,425.00
Service	12/05/2023	F/u with defense counsel re longform execution	0.20	\$750.00	\$150.00
Service	12/08/2023	Email and call from defense counsel re status of longform advise team	0.40	\$750.00	\$300.00
Service	12/11/2023	Reviewed correspondence and case file to prepare for appearance. Appeared for Case Management Conference. Updated Case file.	1.80	\$675.00	\$1,215.00
Service	12/18/2023	Review agreement signed by Defendant; merge in signature pages; circulate and advise KN	0.40	\$750.00	\$300.00
Service	01/04/2024	Draft exhibits for settlement; review status; email Defendant	3.50	\$950.00	\$3,325.00
Service	01/04/2024	Review draft exhibits to longform	0.40	\$750.00	\$300.00
Service	01/12/2024	Review/analyze Defendant's proposed revisions to longform exhibits	0.40	\$750.00	\$300.00
Service	01/15/2024	Review and revise exhibits; prepare final exhibits; email Def	1.00	\$950.00	\$950.00
Service	02/28/2024	Reveiwed calendar, docket, case file and correspondence in preparation for hearing/ appearance. Discussed with Team.	0.20	\$675.00	\$135.00
Service	03/20/2024	Reviewed Court's docket and file in preparation for upcoming Status Conference.	0.30	\$450.00	\$135.00
Service	03/22/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
Service	03/25/2024	Planned and prepared for upcoming Case Management Conference; Attended Case Management Conference; email to firm re status	3.50	\$450.00	\$1,575.00

		following Case Management Conference; Communications with team re status of preliminary approval.			
Service	03/26/2024	Telephone call to the Court Clerk and reserve hearing date for Motion for Preliminary Approval. Email correspondence to team to advise accordingly.	0.20	\$250.00	\$50.00
Service	06/12/2024	Telephone call to civil clerk and reserve hearing date for Motion for Preliminary Approval.	0.20	\$250.00	\$50.00
Service	06/19/2024	Draft motion for preliminary approval; research issues; analysis of Kullar valuation; email to Defendant; memo to Admin; update proposed order	4.50	\$950.00	\$4,275.00
Service	06/20/2024	Review draft MPA and admin declaration	1.00	\$750.00	\$750.00
Service	06/22/2024	Review file; draft declaration of Monica Cuthbert in support of preliminary approval motion/service award request.	2.50	\$675.00	\$1,687.50
Service	06/25/2024	Draft declaration ISO motion for preliminary; review and prepare exhibits; email to Defendant	3.30	\$950.00	\$3,135.00
Service	06/26/2024	Review file; draft declarations of Sherri Mayer, Bela Crispin and Corrinne Salazar-Rose in support of preliminary approval motion/service award request; email to all plaintiffs with draft declarations	2.75	\$675.00	\$1,856.25
Service	06/26/2024	Review and revise motion; finalize motion for filing; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Service	06/26/2024	prepare and file pltf decls; email Defendant.	0.50	\$950.00	\$475.00
Service	06/28/2024	Review and analyze entire employment file of Plaintiff. Review all paystubs for regular rate and 226(a) violations. Research regarding recent court opinions. Conference with Plaintiff to obtain wage and hour facts for complaint.	4.40	\$850.00	\$3,740.00
Service	07/02/2024	Review ROA and recent orders in preparation of the CMC Statement. Draft shell of the Joint Case Management Conference Statement. Forward to attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
Service	07/03/2024	Review file and status of settlement process; draft joint report; circulate to defense counsel for review	0.50	\$750.00	\$375.00
Service	07/03/2024	Execute and finalize Proof of Service. Process and submit Joint CMC Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	07/22/2024	Review tentative; contact court; set up appearance; review documents and email Defendant	0.75	\$950.00	\$712.50
Service	07/22/2024	Review tentative ruling on MPA	0.40	\$750.00	\$300.00

Service	07/22/2024	Planned and prepared for CMC; Attended CMC and advised firm re status.	1.50	\$450.00	\$675.00
Service	07/23/2024	Court appearance - motion for prelim; prepare for hearing; review documents; analysis of issue	1.50	\$950.00	\$1,425.00
Service	07/30/2024	Review docket; review signed order; email Def; memo to Admin with docs	0.75	\$950.00	\$712.50
Service	08/01/2024	Reviewed Court's order granting preliminary approval.	0.20	\$450.00	\$90.00
Service	09/09/2024	Analyze court docket and case file. Review and respond to class member inquiries regarding settlement. Status update to Plaintiffs.	1.00	\$850.00	\$850.00
Service	10/07/2024	Review corresp w Settlement Admin; review MPA Order and settlement agreement; begin drafting MFA/Fee Motio	1.50	\$750.00	\$1,125.00
Service	10/08/2024	Review loadstar and Kullar analysis Continue and finish draft of memorandum in support of MFA/Fee Motion; discuss with KN	2.00	\$750.00	\$1,500.00
Service	10/08/2024	Reviewed file; email to client re case status.	0.40	\$450.00	\$180.00
Service	10/17/2024	Review status; draft stipulation re hearing; email Def	1.00	\$950.00	\$950.00
Service	10/23/2024	Reveiwed calendar, and case file to comply with appearance/deadline. Discussed with Team.	0.20	\$675.00	\$135.00
Service	10/28/2024	Finalize and file stipulation; draft POS; email Def; update approval status and timeline with NBB	0.75	\$950.00	\$712.50
Service	10/30/2024	Review file; discuss with KN; advise team re joint report	0.30	\$750.00	\$225.00
Service	10/30/2024	Review Case notes, ROA and status of matter. Draft shell for Joint CMC Statement and forward to attorney Herman for editing and finalization.	0.50	\$250.00	\$125.00
Service	10/30/2024	Reveiwed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	\$675.00	\$135.00
Service	10/31/2024	Review file; prepare Joint Report; circulate to defense counsel for review	0.50	\$750.00	\$375.00
Service	11/01/2024	Finalize joint report; circulate to HD and advise re filing	0.40	\$750.00	\$300.00
Service	11/04/2024	Review Order on Stip Re MFA hearing; circulate	0.20	\$750.00	\$150.00
Service	11/05/2024	Review prelim calculations from settlement admin; compare to draft motion; discuss with KN re defined class	0.40	\$750.00	\$300.00
Service	11/05/2024	Review admin email; analysis of issues regarding	0.50	\$950.00	\$475.00

		aggrieved employees; review documents; discuss with Team			
Service	11/06/2024	Review documents; analysis of class member issue; review emails and respond	0.50	\$950.00	\$475.00
Service	11/18/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
Service	11/18/2024	Attended CMC; advised firm re case status following CMC.	1.70	\$450.00	\$765.00
Service	12/03/2024	Email to and from client re case status.	0.40	\$450.00	\$180.00
Service	12/04/2024	Email from client re case status.	0.20	\$450.00	\$90.00
Service	12/09/2024	Review Admin email and report	0.25	\$950.00	\$237.50
Service	12/17/2024	Review Admin email and report	0.25	\$950.00	\$237.50
Service	12/24/2024	Review admin report; circulate	0.20	\$750.00	\$150.00
Service	12/30/2024	Review Admin email and report	0.25	\$950.00	\$237.50
Service	01/09/2025	Review updated settlement admin reports and updated billing/costs; discuss with KN; revise MFA/ Fee motion	1.00	\$750.00	\$750.00
Service	01/16/2025	Review and revise draft motion for final approval; update and redline proposed order; email Def; memo to staff	2.50	\$950.00	\$2,375.00
Service	01/16/2025	Review/analyze KN revisions to MFA/Fee motion; draft supporting decl; discuss with KN; advise HD re tables	1.50	\$750.00	\$1,125.00
Service	01/20/2025	Prepare, edit and finalize Table of Content and Table of Authorities for Plaintiff's Motion for Final Approval and Fees.	1.00	\$250.00	\$250.00
Service	01/22/2025	Review and revise declaration ISO motion; prepare exhibits; review and revise Admin decl; respond to Admin.	1.50	\$950.00	\$1,425.00
Service	01/22/2025	Review and revise motion; prepare motion for final; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Services Subtotal					\$198,738.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/14/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	10/21/2022	OneLegal/Filing Fee	1.00	\$12.87	\$12.87
Expense	11/01/2022	OneLegal/Filing Fee	1.00	\$1,492.21	\$1,492.21

Expense	11/30/2022	KNOX filing and messenger service	1.00	\$119.35	\$119.35
Expense	11/30/2022	Court fees/OneLegal Fees	1.00	\$14.88	\$14.88
Expense	12/14/2022	Court fees/OneLegal Fees	1.00	\$462.71	\$462.71
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$119.35	\$119.35
Expense	01/25/2023	One Legal Invoice No. 04696693	1.00	\$35.93	\$35.93
Expense	01/25/2023	One Legal Invoice No. 04696663	1.00	\$35.93	\$35.93
Expense	02/23/2023	Onelegal/Court Fees	1.00	\$15.34	\$15.34
Expense	05/17/2023	Mediation Fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	08/16/2023	Berger Consulting Fee.	1.00	\$6,350.00	\$6,350.00
Expense	08/24/2023	filing via One Legal	1.00	\$15.34	\$15.34
Expense	08/25/2023	Placer Superior Court Remote Appearance (VCourt) for OSC Hearing on 08/28/2023	1.00	\$27.50	\$27.50
Expense	08/25/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	08/28/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	09/01/2023	Lexis Nexis	1.00	\$1,050.00	\$1,050.00
Expense	10/17/2023	One Legal Invoice No. 05414359	1.00	\$13.33	\$13.33
Expense	10/18/2023	One Legal Invoice No. 05414934	1.00	\$35.93	\$35.93
Expense	11/01/2023	One Legal Invoice No. 05455591	1.00	\$15.34	\$15.34
Expense	11/09/2023	One Legal Invoice No. 05483537	1.00	\$15.34	\$15.34
Expense	11/22/2023	One Legal Invoice No. 05517376	1.00	\$13.33	\$13.33
Expense	11/28/2023	One Legal Invoice No. 05527353	1.00	\$15.34	\$15.34
Expense	12/08/2023	Placer Superior Court - Remote Appearance re CMC on 12/11/2023.	1.00	\$27.50	\$27.50
Expense	06/27/2024	One legal charge	1.00	\$17.40	\$17.40
Expense	06/27/2024	Filing fee - motion for prelim.	1.00	\$79.17	\$79.17
Expense	06/28/2024	One legal filing charge	1.00	\$128.69	\$128.69
Expense	06/28/2024	One legal filing charge	1.00	\$154.43	\$154.43
Expense	07/05/2024	One Legal Invoice No. 06177488	1.00	\$17.40	\$17.40
Expense	07/19/2024	Remote Appearance for CMC on 7/22/2024.	1.00	\$27.50	\$27.50
Expense	07/22/2024	Appearance fee	1.00	\$57.50	\$57.50
Expense	10/29/2024	Filing fee and one legal charges	1.00	\$129.06	\$129.06

Expense	11/01/2024	One legal filing charge	1.00	\$15.44	\$15.44
Expense	11/04/2024	One legal filing charge - stip	1.00	\$39.13	\$39.13
Expense	11/08/2024	One Legal Invoice No. 06541225	1.00	\$17.45	\$17.45
Expense	01/22/2025	Appearance fee	1.00	\$28.88	\$28.88
Expense	01/22/2025	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$23,761.23

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	\$895.00	\$8,950.00
Norm Blumenthal	11.75	\$995.00	\$11,691.25
Scott Blumenthal	21.6	\$450.00	\$9,720.00
Nicholas De Blouw	61.4	\$850.00	\$52,190.00
Ricardo Ehmann	21.8	\$675.00	\$14,715.00
Jeffrey Herman	47.5	\$750.00	\$35,625.00
Trevor Moran	14.5	\$450.00	\$6,525.00
Kyle Nordrehaug	42.6	\$950.00	\$40,470.00
Sergio Puche	25.3	\$675.00	\$17,077.50
Heather Drosi	7.1	\$250.00	\$1,775.00
		Subtotal	\$222,499.98
		Total	\$222,499.98

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/21/2025	\$222,499.98	\$0.00	\$222,499.98
Outstanding Balance				\$222,499.98
Total Amount Outstanding				\$222,499.98

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

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #5

1 Norman B. Blumenthal, Bar No. 068687
2 Kyle R. Nordrehaug, Bar No. 205975
3 Aparajit Bhowmik, Bar No. 248066
4 Nicholas J. De Blouw, Bar No. 280922

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
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Telephone: (858) 551-1223
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Attorneys for Plaintiffs

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

11 MONICA CUTHBERT, SHERRI
12 MAYER, BELA CRISPIN, CORRINE
13 SALAZAR-ROSE, individuals, on behalf
14 of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

17 AMERICAN PACIFIC MORTGAGE
18 CORPORATION, a California
19 Corporation; and DOES 1 through 50,
20 inclusive,

Defendants.

Case No.: S-CV-0049369

**DECLARATION OF MONICA
CUTHBERT IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: July 23, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Trisha Hirashima
Dept: 42

Date Filed: October 27, 2022
Trial Date: Not set

DECLARATION OF MONICA CUTHBERT

1 I, Monica Cuthbert, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a class representative service payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for the defendant American Pacific Mortgage Corporation (“American Pacific”)
9 in California from September of 2019 to June of 2022 and during that time period I was classified
10 by American Pacific as a non-exempt employee.

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

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 when I worked remotely, American Pacific failed to provide reimbursement of the business
22 expenses I incurred by working at home, such as home internet, electricity and cell phone use. I
23 was also not paid wages for off the clock work, such as when I worked at night or during the
24 weekend in order to keep up with the high volume of work.
25

26 6. I spoke to my attorneys several times and discussed how American Pacific implemented its
27 company policies and procedures. I also assisted my attorneys in their investigation into my
28

DECLARATION OF MONICA CUTHBERT

1 claims by providing them documents and answering their questions. I reviewed the complaint
2 before it was filed and was given access to an electronic file sharing program that alerted me via
3 email when important documents were filed so that I could review them and keep up with the
4 developments in the case which I understood was one of my duties as a class representative. I
5 could also access court filings from this case on my attorney's law firm website.
6

7 7. Even though this action is in the process of settling, I was and remain prepared to
8 perform all the duties of a class representative. I understand that as a class representative I have
9 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
10 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
11 benefit of the class members and surrender any right to compromise the group action for an
12 individual gain.
13

14 8. I understood that being a plaintiff/class representative in this case meant that I was
15 seeking damages not only for myself but also other current and/or former non-exempt employees
16 working for American Pacific in California who make up the class. I felt that these individuals
17 were not aware of their labor law rights and even if they were they would probably be
18 apprehensive about speaking up or even simply because of the time, effort and risk involved in
19 filing a class action lawsuit.
20

21 9. I understood that being a part of this lawsuit involved risks. For example, my
22 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
23 pay for all or part of the attorney fees and costs paid by American Pacific to defend this lawsuit.
24 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
25 hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would
26 not be difficult for a future employer to become aware that I sued a former employer for labor law
27 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
28

DECLARATION OF MONICA CUTHBERT

1 the rights of others regardless of the risks, time and effort I spent on this case.

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

5 11. A mediation took place on August 15, 2023 with Tripper Ortman, a well-respected
6 and experienced mediator of wage and hour class actions. After the mediation the parties were
7 able to come to an agreement to settle the action with the assistance of the mediator. I
8 communicated with my attorneys regarding the terms of the settlement which was reached
9 between the parties and understood that I was representing absent class members and therefore
10 wanted the best possible result to be obtained for the class members and I believe a very positive
11 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
12 Understanding on September 9, 2023. When the final settlement agreement was ready I reviewed
13 it closely and signed it on November 28, 2023.

14 12. I have been actively involved with this lawsuit performing the duties described above.
15 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
16 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
17 settlement process. I estimate that I spent approximately 40-50 hours working on this case up
18 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
19 and a proposed class representative to date, and will continue to do so. I have and always will
20 maintain the best interest of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step
22 review by the Court to determine whether the settlement is fair before approving the settlement. I
23 know this process also involves notifying all class members of the settlement terms and of their
24 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
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DECLARATION OF MONICA CUTHBERT

1 settlement.

2 14. I believe I did the right thing by filing this case on behalf of the class members who,
3 subject to court approval, are in line to receive monetary payments as a result of this case and
4 settlement. This is money they may never have ever gotten if I did not pursue this action on their
5 behalf. I feel significant personal satisfaction to know that I played a role in the class members
6 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
7 requested class representative service payment of \$12,500 from the settlement is fair
8 compensation for the work I performed and the risks I undertook.
9

10 15. In light of all the time and effort I have spent on this case, the risk I undertook by
11 suing a former employer, the exposure to being responsible for paying American Pacific's costs in
12 the event we did not win the case, the reputational risk that future employers may hold this lawsuit
13 against me, and in light of the size of the settlement, I believe the request for \$12,500 as a class
14 representative service payment is fair and reasonable.
15

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

18 Executed on Jun 26, 2024, at Sacramento, California
19 (city, state)

20 

Monica Cuthbert (Jun 26, 2024 10:55 PDT)

21 Monica Cuthbert
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DECLARATION OF MONICA CUTHBERT

EXHIBIT #6

1 Norman B. Blumenthal, Bar No. 068687
2 Kyle R. Nordrehaug, Bar No. 205975
3 Aparajit Bhowmik, Bar No. 248066
4 Nicholas J. De Blouw, Bar No. 280922

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Attorneys for Plaintiffs

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

11 MONICA CUTHBERT, SHERRI
12 MAYER, BELA CRISPIN, CORRINE
13 SALAZAR-ROSE, individuals, on behalf
14 of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

17 AMERICAN PACIFIC MORTGAGE
18 CORPORATION, a California
19 Corporation; and DOES 1 through 50,
20 inclusive,

Defendants.

Case No.: S-CV-0049369

**DECLARATION OF SHERRI MAYER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: July 23, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Trisha Hirashima
Dept: 42

Date Filed: October 27, 2022
Trial Date: Not set

DECLARATION OF SHERRY MAYER

1 I, Sherry Mayer, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a class representative service payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for the defendant American Pacific Mortgage Corporation (“American Pacific”)
9 in California from May of 2021 to April of 2023 and during that time period I was classified by
10 American Pacific as a non-exempt employee.

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

19 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 when I worked remotely, American Pacific failed to provide reimbursement of the business
22 expenses I incurred by working at home, such as home internet, electricity and cell phone use. I
23 was also not paid wages for off the clock work, such as when I worked at night or during the
24 weekend in order to keep up with the high volume of work.
25

26 6. I spoke to my attorneys several times and discussed how American Pacific implemented its
27 company policies and procedures. I also assisted my attorneys in their investigation into my
28

DECLARATION OF SHERRY MAYER

1 claims by providing them documents and answering their questions. I reviewed the amended
2 complaint before it was filed and was given access to an electronic file sharing program that
3 alerted me via email when important documents were filed so that I could review them and keep
4 up with the developments in the case which I understood was one of my duties as a class
5 representative. I could also access court filings from this case on my attorney's law firm website.
6

7 7. Even though this action is in the process of settling, I was and remain prepared to
8 perform all the duties of a class representative. I understand that as a class representative I have
9 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
10 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
11 benefit of the class members and surrender any right to compromise the group action for an
12 individual gain.
13

14 8. I understood that being a plaintiff/class representative in this case meant that I was
15 seeking damages not only for myself but also other current and/or former non-exempt employees
16 working for American Pacific in California who make up the class. I felt that these individuals
17 were not aware of their labor law rights and even if they were they would probably be
18 apprehensive about speaking up or even simply because of the time, effort and risk involved in
19 filing a class action lawsuit.
20

21 9. I understood that being a part of this lawsuit involved risks. For example, my
22 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
23 pay for all or part of the attorney fees and costs paid by American Pacific to defend this lawsuit.
24 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
25 hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would
26 not be difficult for a future employer to become aware that I sued a former employer for labor law
27 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
28

DECLARATION OF SHERRY MAYER

1 the rights of others regardless of the risks, time and effort I spent on this case.

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

5 11. A mediation took place on August 15, 2023 with Tripper Ortman, a well-respected
6 and experienced mediator of wage and hour class actions. After the mediation the parties were
7 able to come to an agreement to settle the action with the assistance of the mediator. I
8 communicated with my attorneys regarding the terms of the settlement which was reached
9 between the parties and understood that I was representing absent class members and therefore
10 wanted the best possible result to be obtained for the class members and I believe a very positive
11 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
12 Understanding on September 9, 2023. When the final settlement agreement was ready I reviewed
13 it closely and signed it on November 28, 2023.

14 12. I have been actively involved with this lawsuit performing the duties described above.
15 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
16 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
17 settlement process. I estimate that I spent approximately 20-30 hours working on this case up
18 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
19 and a proposed class representative to date, and will continue to do so. I have and always will
20 maintain the best interest of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step
22 review by the Court to determine whether the settlement is fair before approving the settlement. I
23 know this process also involves notifying all class members of the settlement terms and of their
24 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
25

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DECLARATION OF SHERRY MAYER

1 settlement.

2 14. I believe I did the right thing by filing this case on behalf of the class members who,
3 subject to court approval, are in line to receive monetary payments as a result of this case and
4 settlement. This is money they may never have ever gotten if I did not pursue this action on their
5 behalf. I feel significant personal satisfaction to know that I played a role in the class members
6 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
7 requested class representative service payment of \$12,500 from the settlement is fair
8 compensation for the work I performed and the risks I undertook.
9

10 15. As part of the settlement it was necessary for me to sign a general release of all claims I
11 may have against American Pacific. I believe the class representative service payment I have
12 requested provides me with some compensation for this agreed release.
13

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing a former employer, the exposure to being responsible for paying American Pacific's costs in
16 the event we did not win the case, the reputational risk that future employers may hold this lawsuit
17 against me, the general release and in light of the size of the settlement, I believe the request for
18 \$12,500 as a class representative service payment is fair and reasonable.
19

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

22 Executed on Jun 26, 2024, at Rancho Cordova CA.
23 (city, state)

24 

All rights reserved SHERRI L MAYER (Jun 26, 2024 15:16 PDT)

25 Sherri Mayer
26
27
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DECLARATION OF SHERRY MAYER

EXHIBIT #7

1 Norman B. Blumenthal, Bar No. 068687
2 Kyle R. Nordrehaug, Bar No. 205975
3 Aparajit Bhowmik, Bar No. 248066
4 Nicholas J. De Blouw, Bar No. 280922

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232

Attorneys for Plaintiffs

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

11 MONICA CUTHBERT, SHERRI
12 MAYER, BELA CRISPIN, CORRINE
13 SALAZAR-ROSE, individuals, on behalf
14 of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

17 AMERICAN PACIFIC MORTGAGE
18 CORPORATION, a California
19 Corporation; and DOES 1 through 50,
20 inclusive,

Defendants.

Case No.: S-CV-0049369

**DECLARATION OF CORRINE
SALAZAR-ROSE IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Hearing Date: July 23, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Trisha Hirashima
Dept: 42

Date Filed: October 27, 2022
Trial Date: Not set

DECLARATION OF CORRINE SALAZAR-ROSE

1 I, Corrine Salazar-Rose, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a class representative service payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for the defendant American Pacific Mortgage Corporation (“American Pacific”)
9 in California from June of 2021 to July of 2022 and during that time period I was classified by
10 American Pacific as a non-exempt employee.

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

19 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 when I worked remotely, American Pacific failed to provide reimbursement of the business
22 expenses I incurred by working at home, such as home internet, electricity and cell phone use. I
23 was also not paid wages for off the clock work, such as when I worked at night or during the
24 weekend in order to keep up with the high volume of work.
25

26 6. I spoke to my attorneys several times and discussed how American Pacific implemented its
27 company policies and procedures. I also assisted my attorneys in their investigation into my
28

DECLARATION OF CORRINE SALAZAR-ROSE

1 claims by providing them documents and answering their questions. I reviewed the amended
2 complaint before it was filed and was given access to an electronic file sharing program that
3 alerted me via email when important documents were filed so that I could review them and keep
4 up with the developments in the case which I understood was one of my duties as a class
5 representative. I could also access court filings from this case on my attorney's law firm website.
6

7 7. Even though this action is in the process of settling, I was and remain prepared to
8 perform all the duties of a class representative. I understand that as a class representative I have
9 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
10 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
11 benefit of the class members and surrender any right to compromise the group action for an
12 individual gain.
13

14 8. I understood that being a plaintiff/class representative in this case meant that I was
15 seeking damages not only for myself but also other current and/or former non-exempt employees
16 working for American Pacific in California who make up the class. I felt that these individuals
17 were not aware of their labor law rights and even if they were they would probably be
18 apprehensive about speaking up or even simply because of the time, effort and risk involved in
19 filing a class action lawsuit.
20

21 9. I understood that being a part of this lawsuit involved risks. For example, my
22 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
23 pay for all or part of the attorney fees and costs paid by American Pacific to defend this lawsuit.
24 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
25 hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would
26 not be difficult for a future employer to become aware that I sued a former employer for labor law
27 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
28

DECLARATION OF CORRINE SALAZAR-ROSE

1 the rights of others regardless of the risks, time and effort I spent on this case.

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

5 11. A mediation took place on August 15, 2023 with Tripper Ortman, a well-respected
6 and experienced mediator of wage and hour class actions. After the mediation the parties were
7 able to come to an agreement to settle the action with the assistance of the mediator. I
8 communicated with my attorneys regarding the terms of the settlement which was reached
9 between the parties and understood that I was representing absent class members and therefore
10 wanted the best possible result to be obtained for the class members and I believe a very positive
11 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
12 Understanding on September 12, 2023. When the final settlement agreement was ready I reviewed
13 it closely and signed it on November 28, 2023.

14 12. I have been actively involved with this lawsuit performing the duties described above.
15 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
16 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
17 settlement process. I estimate that I spent approximately 20-30 hours working on this case up
18 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
19 and a proposed class representative to date, and will continue to do so. I have and always will
20 maintain the best interest of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step
22 review by the Court to determine whether the settlement is fair before approving the settlement. I
23 know this process also involves notifying all class members of the settlement terms and of their
24 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
25

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DECLARATION OF CORRINE SALAZAR-ROSE

1 settlement.

2 14. I believe I did the right thing by filing this case on behalf of the class members who,
3 subject to court approval, are in line to receive monetary payments as a result of this case and
4 settlement. This is money they may never have ever gotten if I did not pursue this action on their
5 behalf. I feel significant personal satisfaction to know that I played a role in the class members
6 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
7 requested class representative service payment of \$12,500 from the settlement is fair
8 compensation for the work I performed and the risks I undertook.
9

10 15. As part of the settlement it was necessary for me to sign a general release of all claims I
11 may have against American Pacific. I believe the class representative service payment I have
12 requested provides me with some compensation for this agreed release.
13

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing a former employer, the exposure to being responsible for paying American Pacific's costs in
16 the event we did not win the case, the reputational risk that future employers may hold this lawsuit
17 against me, the general release and in light of the size of the settlement, I believe the request for
18 \$12,500 as a class representative service payment is fair and reasonable.
19

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

22 Executed on Jun 26, 2024, at Santa Rosa, CA.
(city, state)

23 Corrine Salazar-Rose

24 Corrine Salazar-Rose (Jun 26, 2024 11:49 PDT)

25 Corrine Salazar-Rose

26
27
28 DECLARATION OF CORRINE SALAZAR-ROSE

EXHIBIT #8

1 Norman B. Blumenthal, Bar No. 068687
2 Kyle R. Nordrehaug, Bar No. 205975
3 Aparajit Bhowmik, Bar No. 248066
4 Nicholas J. De Blouw, Bar No. 280922

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
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Telephone: (858) 551-1223
Fax: (858) 551-1232

Attorneys for Plaintiffs

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

11 MONICA CUTHBERT, SHERRI
12 MAYER, BELA CRISPIN, CORRINE
13 SALAZAR-ROSE, individuals, on behalf
14 of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

17 AMERICAN PACIFIC MORTGAGE
18 CORPORATION, a California
19 Corporation; and DOES 1 through 50,
20 inclusive,

Defendants.

Case No.: S-CV-0049369

**DECLARATION OF BELA CRISPIN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: July 23, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Trisha Hirashima
Dept: 42

Date Filed: October 27, 2022
Trial Date: Not set

DECLARATION OF BELA CRISPIN

1 I, Bela Crispin, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a class representative service payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for the defendant American Pacific Mortgage Corporation (“American Pacific”)
9 in California from June of 2021 to July of 2022 and during that time period I was classified by
10 American Pacific as a non-exempt employee.

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

19 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 when I worked remotely, American Pacific failed to provide reimbursement of the business
22 expenses I incurred by working at home, such as home internet, electricity and cell phone use. I
23 was also not paid wages for off the clock work, such as when I worked at night or during the
24 weekend in order to keep up with the high volume of work.
25

26 6. I spoke to my attorneys several times and discussed how American Pacific implemented its
27 company policies and procedures. I also assisted my attorneys in their investigation into my
28

DECLARATION OF BELA CRISPIN

1 claims by providing them documents and answering their questions. I reviewed the amended
2 complaint before it was filed and was given access to an electronic file sharing program that
3 alerted me via email when important documents were filed so that I could review them and keep
4 up with the developments in the case which I understood was one of my duties as a class
5 representative. I could also access court filings from this case on my attorney's law firm website.
6

7 7. Even though this action is in the process of settling, I was and remain prepared to
8 perform all the duties of a class representative. I understand that as a class representative I have
9 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
10 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
11 benefit of the class members and surrender any right to compromise the group action for an
12 individual gain.
13

14 8. I understood that being a plaintiff/class representative in this case meant that I was
15 seeking damages not only for myself but also other current and/or former non-exempt employees
16 working for American Pacific in California who make up the class. I felt that these individuals
17 were not aware of their labor law rights and even if they were they would probably be
18 apprehensive about speaking up or even simply because of the time, effort and risk involved in
19 filing a class action lawsuit.
20

21 9. I understood that being a part of this lawsuit involved risks. For example, my
22 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
23 pay for all or part of the attorney fees and costs paid by American Pacific to defend this lawsuit.
24 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
25 hold it against me or downgrade me as a potential hire. As a named Plaintiff in this case it would
26 not be difficult for a future employer to become aware that I sued a former employer for labor law
27 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
28

DECLARATION OF BELA CRISPIN

1 the rights of others regardless of the risks, time and effort I spent on this case.

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

5 11. A mediation took place on August 15, 2023 with Tripper Ortman, a well-respected
6 and experienced mediator of wage and hour class actions. After the mediation the parties were
7 able to come to an agreement to settle the action with the assistance of the mediator. I
8 communicated with my attorneys regarding the terms of the settlement which was reached
9 between the parties and understood that I was representing absent class members and therefore
10 wanted the best possible result to be obtained for the class members and I believe a very positive
11 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
12 Understanding on September 12, 2023. When the final settlement agreement was ready I reviewed
13 it closely and signed it on November 28, 2023.

14 12. I have been actively involved with this lawsuit performing the duties described above.
15 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
16 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
17 settlement process. I estimate that I spent approximately 20-30 hours working on this case up
18 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
19 and a proposed class representative to date, and will continue to do so. I have and always will
20 maintain the best interest of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step
22 review by the Court to determine whether the settlement is fair before approving the settlement. I
23 know this process also involves notifying all class members of the settlement terms and of their
24 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
25

26
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28
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1 settlement.

2 14. I believe I did the right thing by filing this case on behalf of the class members who,
3 subject to court approval, are in line to receive monetary payments as a result of this case and
4 settlement. This is money they may never have ever gotten if I did not pursue this action on their
5 behalf. I feel significant personal satisfaction to know that I played a role in the class members
6 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
7 requested class representative service payment of \$12,500 from the settlement is fair
8 compensation for the work I performed and the risks I undertook.
9

10 15. As part of the settlement it was necessary for me to sign a general release of all claims I
11 may have against American Pacific. I believe the class representative service payment I have
12 requested provides me with some compensation for this agreed release.
13

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing a former employer, the exposure to being responsible for paying American Pacific's costs in
16 the event we did not win the case, the reputational risk that future employers may hold this lawsuit
17 against me, the general release and in light of the size of the settlement, I believe the request for
18 \$12,500 as a class representative service payment is fair and reasonable.

19
20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on Jun 26, 2024, at West Sacramento, CA.
(city, state)

23 Bela Crispin

24 Bela Crispin (Jun 26, 2024 14:19 PDT)

25 Bela Crispin

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27
28
DECLARATION OF BELA CRISPIN