

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

DANIEL DE LA TORRE, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

FREENOME HOLDINGS, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **CGC-22-603540**

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

Hearing Date: April 30, 2024
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Action Filed: December 16, 2022
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendant Freenome Holdings, Inc. ("Defendant") is attached as Exhibit
10 #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. PAGA Counsel mailed the necessary correspondence to the California Labor
12 and Workforce Development Agency ("LWDA") on September 27, 2022 on behalf of Plaintiff
13 Daniel De La Torre, requesting authorization from the LWDA to seek civil penalties as
14 provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour
15 violations alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of
16 its intent to investigate expired on December 3, 2022. On December 16, 2022, Plaintiff filed
17 a Representative Action Complaint in this Court against Defendant alleging a single cause of
18 action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
19 Plaintiff and Defendant agreed to an early mediation with Michael Dickstein. Prior to the
20 mediation, the Parties conducted significant investigation and discovery of the facts and law.
21 Defendant produced time records and payroll records for the Aggrieved Employees. It also
22 produced hundreds of documents relating to its policies, practices, and procedures regarding
23 paying non-exempt employees for all hours worked, overtime, meal and rest period policies,
24 payroll and operations policies, and more. Plaintiff was provided with sufficient records and
25 data to determine the number of Aggrieved Employees and the number of pay periods in the
26 PAGA Period. The Parties agree that the above-described investigation and evaluation, as
27 well as the information exchanged during the settlement negotiations, are more than sufficient

1 to assess the merits of the Parties' positions and to compromise the issues on a fair and
2 equitable basis. Plaintiff's theory of PAGA liability as argued at mediation alleged that
3 Defendant instituted unlawful meal and rest period policies and practices. For example,
4 Plaintiff claimed that Defendant required employees to remain on premises for rest breaks,
5 stating that employees are only allowed to leave the worksite during meal periods. Consistent
6 with this admonition, Plaintiff alleged that he never left the premises during rest breaks.
7 Plaintiff also alleged that Defendant discouraged the payment of premium wages for
8 interrupted meal or rest periods by failing to include any policy for the payment of premium
9 wages or instructions on how to obtain such wages in the event of a violation. In addition,
10 Plaintiff also alleged that Aggrieved Employees were not paid for all wages that were due. For
11 example, Plaintiff claimed that Defendant required employees to submit to mandatory
12 temperature checks and symptoms questionnaires for COVID-19 screening while off the
13 clock. He further alleged that Defendant did not pay any wages for the time it took for
14 temperature checks and the symptoms questionnaire. Plaintiff also claimed that Defendant
15 required various forms of cell phone usage on personal cell phones for work related purposes,
16 such as scheduling issues, entering time off and text messages from supervisors, but failed to
17 provide any reimbursement for the cell phone expenses incurred by aggrieved employees. On
18 December 4, 2023, the Parties engaged in an all-day mediation session before Mediator
19 Dickstein, a respected and experienced mediator knowledgeable of both the wage and hour
20 laws and representative claims at issue in this action. Through arms-length negotiations with
21 the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims
22 alleged in this action which led to the signing of a Memorandum of Understanding
23 memorializing the settlement.¹ The settlement was negotiated in light of all known facts and

24
25 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
26 Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement
27 ("Individual Settlement") (Agreement at ¶ 2.2). The individual claims were not at issue in this action
28 and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins*
Int'l Cal., Inc., 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip an
Aggrieved Employee of standing, as the state's authorized representative, to pursue PAGA remedies")

1 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
2 not being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in
3 a manageable trial, the merits of Defendant’s potential defenses, and the significant delay and
4 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
5 negotiations, with the assistance of Mediator Dickstein.

6 4. The claim before this Court is solely the representative claim under PAGA on
7 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have
8 agreed to settle this PAGA claim in its entirety after investigation and an arm’s length
9 mediation session. The PAGA settlement is subject to Court approval consistent with Labor
10 Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides
11 for a “Gross PAGA Settlement Amount” payment in the amount of \$425,000 to resolve the
12 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA
13 Settlement of \$425,000, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
14 Payment”) in the amount of \$141,667 (which is one-third of the PAGA Settlement),
15 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
16 amount not to exceed \$20,000, and Settlement Administration Costs (“Administration
17 Expenses Payment”) not to exceed \$4,000. (Agreement at ¶¶ 3.2.1-3.2.2).² After these
18 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less
19 than \$259,333. Of the PAGA Payment amount, seventy-five percent (75%) (no less than
20 \$194,499.75) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
21 than \$64,833.25) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved
22 Employees” means all individuals who are or were directly employed by Defendant in
23 California and classified as hourly or non-exempt at any time during the PAGA Period. The

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25 nor resolve the PAGA claims.).

26 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
27 Payment less than the amounts requested, the Administrator will allocate the remainder of these
28 amounts to the PAGA Payment. (Agreement at ¶ 3.2.1). To the extent the Administration Expenses
of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 PAGA Period is the period from September 1, 2021 through December 2, 2023. (Agreement
2 at ¶¶ 1.20, 1.21). The Individual PAGA Payment for each Aggrieved Employee shall be based
3 on the number of pay periods each Aggrieved Employee worked during the PAGA Period as
4 an Aggrieved Employee, as a percentage of the total pay periods worked by all Aggrieved
5 Employees during the PAGA Period.³ The PAGA Period is the time period from September
6 1, 2021 through December 2, 2023. (Agreement at ¶ 1.23). For mediation, Defendant
7 represented that there are approximately 150 Aggrieved Employees who collectively worked
8 approximately 3,699 pay periods during the PAGA Period. (Agreement at ¶ 4.1). Upon entry
9 of final judgment, the Released Parties shall be entitled to a release from the Aggrieved
10 Employees for any “Released PAGA Claims”, which means all claims, demands or causes of
11 action of any kind for PAGA penalties that were alleged, or reasonably could have been
12 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted
13 by Plaintiff to the LWDA, which occurred during the PAGA Period. (the “Released PAGA
14 Claims”). (Agreement at ¶¶ 5.1, 5.2). The Released PAGA Claims expressly excludes all
15 other claims, including Plaintiff’s individual claims, claims for vested benefits, wrongful
16 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
17 disability, social security, workers’ compensation, California class claims, and PAGA claims
18 outside of the PAGA period. (*Id.*) The Agreement expressly confirms that “In no event shall
19 the release of the Released PAGA Claims in this Settlement Agreement release any individual
20 claims of any individuals.” (*Id.*)

21 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
22 (\$141,667.00) and PAGA Counsel Litigation Expenses in an amount not to exceed \$20,000
23 will also be paid to PAGA Counsel as part of the settlement in accordance with California
24 Labor Code § 2699(g)(1), as set forth in the Agreement.⁴ Lastly, payment to the Administrator

25 ³ See Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA Payment by (a)
26 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by the total number
27 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.”)

28 ⁴ As set forth below in paragraph 9, PAGA Counsel incurred costs in the current amount of

1 in an amount not to exceed \$4,000 to perform the administrative duties to distribute the
2 settlement money shall also be paid.

3 6. As experienced counsel, we believe that the PAGA Settlement is fair and
4 reasonable and therefore should be approved in light of Defendant's potential defenses to the
5 violations at issue, the risks and costs of continued litigation. This PAGA Settlement amount
6 compares favorably to the estimated amount of PAGA penalties. With the assistance of an
7 expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties
8 potentially ranging from \$369,900 to \$909,750 based on 3,699 pay periods applicable to the
9 Aggrieved Employees during the PAGA Period.⁵ Importantly, however, these calculations
10 were performed at the maximum statutory rate for the penalties, when in fact, it is likely that
11 any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1)
12 permits a Court to award a lesser amount than the maximum civil penalty if based on the facts
13 and circumstances to do otherwise would result in an award that is "unjust, arbitrary and
14 oppressive or confiscatory."

15 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
16 violation for each period the employee worked in relation to meal or rest period violations,
17 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide
18 accurate itemized wage statements, failure to reimburse employees for required expenses and
19 failure to pay wages when due. Defendant maintains that Plaintiff and the Aggrieved
20 Employees were properly compensated, and that it did not violate the Labor Code.
21 Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in both
22 the PAGA Notice and the Operative Complaint, which are resolved by the Agreement.
23 Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as
24 to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA

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\$18,216.74, which is less than the cost allocation in the Agreement.

26 ⁵ The valuation range is dependent upon the violations established and the amount of stacking of
27 penalties is permitted. Stacking is where more than one civil penalty is imposed in a pay period. The
28 valuation of \$369,900 is the civil penalty amount without stacking and the valuation of \$909,750 is
with stacking using a second penalty assessment.

1 notification should be awarded because the violations were not intentional, and at least one
2 trial court has so ruled. These defenses present a risk to the PAGA claims and the potential
3 that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
4 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff
5 and his attorneys believe that the PAGA Settlement is fair and reasonable. Defendant has
6 similarly concluded that it is desirable that the action is settled in the manner and upon the
7 terms and conditions set forth in the Agreement in order to avoid further expense,
8 inconvenience and distraction of further legal proceedings, as well as the uncertainty of
9 litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims
10 in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.
11 PAGA Counsel have significant experience litigating wage and hour claims including claims
12 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
13 settlements that courts have approved. The PAGA Settlement, along with the other terms of
14 the proposed settlement, were negotiated by experienced counsel at arm's length with the
15 assistance of a private mediator, Michael Dickstein. As set forth in the accompanying proof
16 of service, the LWDA has been provided notice of this motion and the PAGA settlement. The
17 decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be
18 given considerable weight. This is not a situation where the Court needs to be concerned about
19 the rights of absent employees as in a class settlement, as this is a PAGA-only settlement, and
20 the LWDA is a sophisticated government entity that is more than able to look out for its own
21 rights.

22 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
23 the amount of \$141,667.00 representing one-third of the \$425,000 Gross PAGA Settlement
24 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
25 is supported by several factors. First, the requested fees are justified by the result achieved.
26 PAGA Counsel negotiated a recovery of \$425,000.00, and this result justifies the requested
27 fees equal to one third of this recovery. This percentage is within the standard contingent
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1 recovery percentage of one-third, and this percentage is what was expressly approved by the
2 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee
3 award is justified by the work performed and contributions to the case. As detailed below, the
4 fee award represents PAGA Counsel's current lodestar of \$76,115.00 with a reasonable
5 multiplier of 1.86, with significant additional work to be performed such that the multiplier
6 will ultimately be less than 1.7. As detailed in the accompanying billing statement, true and
7 correct copies of which is attached hereto as Exhibit #2, the current lodestar for my firm in
8 this matter as of April 3, 2024 is \$76,115.0 for more than 115 hours of work prosecuting the
9 claims being resolved by this Settlement. This time does not include time incurred after the
10 billing was finalized and the time spent managing the completion of the settlement, which I
11 estimate will add \$10,000 to \$20,000 in additional lodestar. Third, the consideration of the
12 enhancement factors justify the enhancement of the lodestar. Courts multiply the lodestar by
13 a factor to account for the risk of non-payment, delay in payment, the quality of work, and the
14 novelty and difficulty of the issues involved.

15 9. The award of litigation expenses is based upon the actual expenses incurred by
16 Plaintiff and PAGA Counsel, which currently are \$18,216.74. Under the Agreement, PAGA
17 Counsel will be recovering litigation expenses in the total amount of \$18,216.74 which is
18 less than the \$20,000 allocation for costs in the Settlement Agreement, so the difference of
19 \$1,783.26 will be added to the PAGA Payment amount. The litigation expenses incurred by
20 my firm in the amount of \$18,216.74 were all reasonably necessary to the litigation and are
21 detailed in Exhibit #2 attached hereto.

22 23 Experience and Qualifications

24 10. I have represented hundreds of thousands of employees in hundreds of legal
25 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution
27 of wage and hour class action and PAGA action matters. The attorneys at Blumenthal
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1 Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of
2 contested motions for class certification including many consolidated wage and hour matters.

3 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
4 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica*
5 *Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik
6 De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted
7 by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights
8 of the State of California under the California Private Attorney General Act of 2004
9 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where
10 the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on
12 the subject of class actions in the California Court of Appeals resulting in the opinions handed
13 down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal.
14 Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration
15 agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
16 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate
18 Reversal, and I received an award from the Daily Journal as Top Labor & Employment
19 Attorney 2016.

20 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds
21 of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De
22 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the
23 amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.
24 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,
25 U.S.D.C. Central District of California Case No. 12-06654); (iii) AccentCare in the amount of
26 \$500,000 (*Lanuza v. AccentCare*, San Francisco Superior Court Case No. CGC-18-565521);
27 (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise*

1 *Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-
2 00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding,*
3 *Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi)
4 Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*,
5 Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii)
6 Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
7 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No.
8 CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy*
9 *Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639);
10 (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County
11 of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000
12 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.
13 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA,*
14 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)
15 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court
16 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of
17 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,
18 Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
19 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and,
20 Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of*
21 *Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based
22 upon our significant experience litigating claims for PAGA penalties, the opinion of
23 experience counsel is that this is an excellent settlement and the PAGA Payment here is greater
24 on a per pay period basis than similar settlements that my firm has previously negotiated, and
25 which courts have approved.

26 (c) Then Chief Judge Irma Gonzales in a consolidated class action
27 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
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De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *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); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

(d) Over the course of the litigation, a number of attorneys in my firm have

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

19 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
20 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750,
21 Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with
22 the appropriate 2% increase adjustment for Southern California. A true and correct copy of
23 the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been
24 approved by Court's throughout California, including the Courts in the Superior Court of
25 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that
26 Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the
27 [relevant] community'—the Central District of California". Finally, the reasonableness of
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1 Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of
2 comparable counsel practicing complex and class litigation as detailed in the National Law
3 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
4 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
5 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
6 when compared within 21 other firms practicing in the Southern District of California.) This
7 survey is useful to show that Class Counsel's rates are in line with the comparable rates of the
8 defense counsel that opposes these types of class claims, such as Mayer Brown noted above
9 who is defense counsel in cases currently being prosecuted by Class Counsel. In another
10 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing
11 counsel in many cases prosecuted by Class Counsel (one of the most frequent opposing
12 counsel), charged rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
13 Hastings, another opposing counsel in these types of cases, in years past historically charged
14 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
15 by my firm for comparable work are less than these examples and are therefore undoubtedly
16 reasonable.

17 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5.
18 In addition, the LWDA is being served with this motion which includes the Settlement
19 Agreement, as verified in the proof of service.

20 14. Settlement Administration – ILYM Group was selected as the Settlement
21 Administrator based upon their estimate. A true and correct copy of the estimate from ILYM
22 Group is attached hereto as Exhibit #6, and the estimate provides for Administration Expenses
23 in the amount of \$3,550 for 148 aggrieved employees. I have used ILYM Group successfully
24 as the administrator in more than twenty prior settlements in the last couple years and know
25 them to be competent and experienced.

26 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the
27 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or
28

1 the LWDA.

2
3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed this 4th day of April, 2024, at San Diego, California.

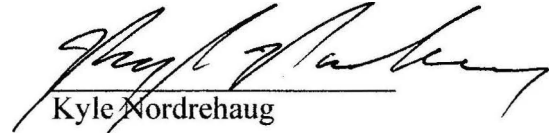
5 
6 Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Daniel De La Torre (“Plaintiff”) and Defendant Freenome Holdings, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Daniel De La Torre v. Freenome Holdings, Inc.* (Case No. CGC-22-603540) initiated on December 16, 2022 and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means ILYM, 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 PAGA 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 approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or were directly employed by Defendant in California and classified as hourly or non-exempt at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Francisco.
- 1.9. “Defendant” means named defendant Freenome Holdings, Inc.

- 1.10. “Defense Counsel” means Daniel J. McCoy and Jennifer S. Gutenberg of the law firm of Fenwick & West LLP.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$425,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency.
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the

Action.

- 1.20. "PAGA Notice" means Plaintiff Daniel De La Torre's September 1, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. "PAGA Period" means the period from September 1, 2021 through December 2, 2023.
- 1.24. "Plaintiff" means Daniel De La Torre, the named plaintiff in the Action.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. "Released Parties" means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On December 16, 2022, Plaintiff De La Torre commenced the Action by filing a Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of California's Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]. The Complaint is the operative complaint in the Action (the "Operative Complaint.") 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.

- 2.2. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On December 4, 2023, the Parties participated in an all-day mediation presided over by Michael Dickstein, Esq. which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, time records for Plaintiff and the Aggrieved Employees during the PAGA Period, payroll records for Plaintiff and the Aggrieved Employees during the PAGA Period, a sampling of wage statements for the Aggrieved Employees during the PAGA Period, Plaintiff's wage statements, Plaintiff's personnel file, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. The Parties, PAGA 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 PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$425,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without

asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$141,667.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$4,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$259,333.00 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$194,499.75) allocated to the LWDA PAGA Payment and 25% (no less than \$64,833.25) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment.

The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 150 Aggrieved Employees who worked a total of approximately 3,699 PAGA Pay Periods from September 1, 2021 through December 2, 2023.
- 4.2. Aggrieved Employee Data. Within thirty (30) days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later sixty (60) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within thirty (30) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits 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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees 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 all "Released PAGA Claims". "Released PAGA Claims" means all claims, demands or causes of action of any kind for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor

Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to 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)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel 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.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 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.

7.2. 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.

7.3. 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.

7.4. 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 150 Aggrieved Employees who worked approximately 3,699 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will verify the number of PAGA Pay Periods in a declaration under penalty of perjury prior to the filing of the motion for preliminary approval. If the actual number of PAGA Pay Periods is determined to be incorrect by more than 10%, then the Gross PAGA Settlement Amount will be increased proportionately. For example, if the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%.

9. 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 pursuant to 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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 PAGA Payment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right 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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 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 the mediator, Michael Dickstein, Esq., for resolution.

- 10.5 No 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.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 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.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendant: FENWICK & WEST LLP
 Daniel J. McCoy

dmccoy@fenwick.com

801 California Street
Mountain View, California 94041
Telephone: (650) 988-8500
Facsimile: (650) 938-5200

FENWICK & WEST LLP

Jennifer S. Gutenberg

jgutenberg@fenwick.com

228 Santa Monica Blvd., Suite 300
Santa Monica, California 90401
Telephone: (310) 434-5400

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant.
- 10.19 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 the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Mar 22, 2024 *Daniel De La Torre*
Daniel De La Torre (Mar 22, 2024 11:20 PDT)

Plaintiff Daniel De La Torre

Dated: 13-Mar-2024 *Mike Nolan*
DocuSigned by:
C70DA5F893A04C5...

Michael Nolan, Chief Executive Officer
For Defendant Freenome Holdings, Inc.

DS *SS* DS *AR*

Dated: 3/22/24 *Kyle Nordrehaug*
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 3/14/2024 *Jennifer Gutenberg*
Daniel J. McCoy
Jennifer S. Gutenberg
Fenwick & West LLP
Attorneys for Defendant

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/04/2024
Due On: 05/04/2024

Daniel De La Torre
6816 Avenida Rotella
San Jose, CA 95139

CA2725

Freenome

Services

Type	Date	Notes	Quantity	Rate	Total
Service	09/07/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	09/26/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	10/14/2022	Analysis of arbitration issues; memo to staff re how to proceed	0.50	\$950.00	\$475.00
Service	12/14/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	12/14/2022	Review & analyze employment file documents/1198.5 response docs	2.50	\$675.00	\$1,687.50
Service	12/16/2022	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
Service	12/16/2022	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
Service	12/16/2022	Review & finalize paga only complaint package; file in SF Sup Ct.	0.60	\$675.00	\$405.00
Service	12/16/2022	Review status and documents; review analysis of case; review draft complaint; advise staff	1.00	\$950.00	\$950.00
Service	12/20/2022	Review court returned documents; review notice to plaintiff; review docket; memo to firm re judicial/department assignment and status of initial CMC	0.50	\$675.00	\$337.50
Service	12/20/2022	Provide notice to LWDA/upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00

Service	12/23/2022	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	12/29/2022	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
Service	01/15/2023	Prepare initial documents for service of process; identify registered agent; send out for service via Knox	0.75	\$675.00	\$506.25
Service	01/23/2023	File proof of service of summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	01/23/2023	Add FC to file, update spreadsheet re complaint served	0.20	\$250.00	\$50.00
Service	01/27/2023	Multiple correspondence regarding response to opposing counsel.	0.30	\$550.00	\$165.00
Service	01/31/2023	Email from/to D. McCoy re: electronic service and requesting conference call.	0.30	\$750.00	\$225.00
Service	01/31/2023	Email from D. McCoy re: meet and confer status of case.	0.20	\$750.00	\$150.00
Service	02/01/2023	Emails to/from L. Rubenstein re: conference call with Defendant.	0.30	\$750.00	\$225.00
Service	02/01/2023	Conference call with J. Gutenberg and D. McCoy re: e-service, arbitration, mediation and JAMs.	0.30	\$750.00	\$225.00
Service	02/01/2023	Email to J. Gutenberg and D. McCoy re: e-service, arbitration, mediation, pleading extension and JAMs.	0.20	\$750.00	\$150.00
Service	02/02/2023	Draft POS, add no. of AE to class list	0.50	\$250.00	\$125.00
Service	03/01/2023	Review and analyze arbitration agreement for potential theory of lack of mutuality.	0.30	\$750.00	\$225.00
Service	03/02/2023	Draft first set of disco (PAGA)	1.00	\$250.00	\$250.00
Service	03/08/2023	Email to D. McCoy re: mediation and fact investigation.	0.20	\$750.00	\$150.00
Service	03/08/2023	Email to D. McCoy re: mediation, telephone call and electronic service.	0.20	\$750.00	\$150.00
Service	03/08/2023	Review and analyze Answer to Complaint.	0.40	\$750.00	\$300.00
Service	03/15/2023	Telephone call to D. McCoy re: viability of claims and mediation.	0.40	\$750.00	\$300.00
Service	03/15/2023	Email to D. McCoy re: PAGA class size, mediation, stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
Service	03/15/2023	Email to D. McCoy requesting Plaintiff's time records.	0.30	\$750.00	\$225.00
Service	04/07/2023	Calendar reminders to bates stamp docs for mediation	0.20	\$250.00	\$50.00
Service	04/14/2023	Bates stamp P's docs	0.30	\$250.00	\$75.00
Service	04/17/2023	Email from C. Kruk re: mediation confirmation with Dickenstein.	0.20	\$750.00	\$150.00

Service	04/17/2023	Review file for documents; multiple correspondence with AC regarding mediation.	0.50	\$550.00	\$275.00
Service	04/17/2023	Correspondence with ND regarding status of matter and mediation data request.	0.30	\$550.00	\$165.00
Service	04/18/2023	Review and outline client file documents; create exhibit book for mediation.	1.20	\$550.00	\$660.00
Service	04/18/2023	Email AGR re docs bates stamped OK	0.20	\$250.00	\$50.00
Service	04/19/2023	Revise, finalize and serve mediation data request.	0.30	\$550.00	\$165.00
Service	04/19/2023	Draft mediation data request; submit to ND for review.	1.00	\$550.00	\$550.00
Service	04/25/2023	Email from J. Gutenberg re: meet and confer re: 3.724.	0.20	\$750.00	\$150.00
Service	04/25/2023	Communications with Jennifer Gutenberg regarding agreement to continuance of Case Management Conference and to meet and confer regarding the same; and cursory review of relevant file materials.	0.30	\$675.00	\$202.50
Service	04/26/2023	Draft of Case Management Statement; and contemporaneous comprehensive review of all relevant file materials to determine overall case status and all issues to advise Court.	1.60	\$675.00	\$1,080.00
Service	04/26/2023	Sign CMS, email RH re adding signature to adobe	0.20	\$250.00	\$50.00
Service	04/27/2023	Multiple correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	05/02/2023	Revision and finalization of Case Management Statement; discussion with AGR re same; and filing/ service.	0.60	\$675.00	\$405.00
Service	05/08/2023	Multiple correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	05/09/2023	Receipt and review Order Continuing Case Management Order.	0.30	\$750.00	\$225.00
Service	05/09/2023	Receipt, review, and analysis of Court order continuing case management conference, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	05/19/2023	Review file; multiple correspondence with ND regarding mediation data and sampling.	0.40	\$550.00	\$220.00
Service	05/19/2023	Teleconference with opposing counsel regarding mediation data; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	05/24/2023	Teleconference with opposing counsel regarding mediation data; draft follow up summary.	0.80	\$550.00	\$440.00
Service	05/24/2023	Multiple correspondence with ND regarding claims and mediation data.	0.40	\$550.00	\$220.00

Service	05/24/2023	Review and outline file documents; draft summary.	1.50	\$550.00	\$825.00
Service	10/19/2023	Review file for status of mediation data; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	10/25/2023	Review status of case, mediation set, review documents in file re organize ahead of mediation brief due; all docs bates stamped and organized	0.30	\$250.00	\$75.00
Service	10/27/2023	Multiple correspondence with opposing counsel regarding mediation data request.	0.40	\$550.00	\$220.00
Service	10/30/2023	Teleconference with opposing counsel regarding mediation; draft and circulate follow up correspondence.	0.60	\$550.00	\$330.00
Service	11/09/2023	Review file for status of production; draft follow up correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	11/10/2023	Receipt and review email from J. Gutenberg re: production of document for mediation.	0.40	\$750.00	\$300.00
Service	11/22/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	11/27/2023	Multiple correspondence with AB regarding mediation data; update exhibit book and mediation spreadsheet.	1.50	\$550.00	\$825.00
Service	11/27/2023	Draft mediation brief.	4.00	\$895.00	\$3,580.00
Service	11/27/2023	Calculate individual damages for mediation, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	11/28/2023	Telephone conference with client re analysis in preparation for mediation	1.50	\$250.00	\$375.00
Service	11/28/2023	Review, organize and combine documents in preparation for mediation	0.50	\$250.00	\$125.00
Service	11/28/2023	Finalize and file mediation brief.	2.00	\$895.00	\$1,790.00
Service	11/28/2023	Review status and exhibits for mediation; review case notes and analysis of claims for mediation	1.50	\$950.00	\$1,425.00
Service	11/28/2023	Review and revise mediation brief; analysis of valuation issues	1.00	\$950.00	\$950.00
Service	11/30/2023	Update file for mediation; multiple correspondence with AB regarding the same; review expert analysis.	0.80	\$550.00	\$440.00
Service	11/30/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	12/04/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	12/04/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	12/04/2023	Review memo re status of mediation and settlement	0.30	\$950.00	\$285.00

Service	12/19/2023	Review orders and docket; draft joint case management statement; submit to opposing counsel for review.	1.20	\$550.00	\$660.00
Service	12/20/2023	Finalize joint CMS for service. File via File & ServeXpress. Email to Court Docs.	0.50	\$250.00	\$125.00
Service	12/20/2023	Email YS re filing joint CMS via F&SX and delivering courtesy copies	0.20	\$250.00	\$50.00
Service	12/20/2023	Draft revisions to joint statement; submit for filing.	0.60	\$550.00	\$330.00
Service	12/27/2023	Receipt and review Order continuing CMC	0.20	\$750.00	\$150.00
Service	12/29/2023	Review file; draft long form PAGA Settlement Agreement; email to OPC re draft Agreement	4.75	\$675.00	\$3,206.25
Service	12/29/2023	Review file; draft long form Individual Settlement Agreement re Daniel De La Torre; email to OPC re draft Agreement	3.25	\$675.00	\$2,193.75
Service	01/12/2024	[PAGA] Review status of case in court's docket, Confirm 1/17 CMC on calendar, continued to 5/15, confirm new date on calendar	0.30	\$250.00	\$75.00
Service	01/15/2024	Review docket for status; retrieve order and draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	01/17/2024	Email to OPC w Admin estimates; follow up re status of long form Agreements	0.30	\$675.00	\$202.50
Service	02/01/2024	Review file; email/follow up with OPC re Def revisions to PAGA Agmt	0.20	\$675.00	\$135.00
Service	02/06/2024	Review Defendants proposed edits to long form PAGA and individual agreements; email/memo to KN re proposed edits	1.75	\$675.00	\$1,181.25
Service	02/28/2024	Review Defendant's revisions to the draft agreement; review comments from the RE; review and revise draft agreement and send redlines to Defendant.	1.50	\$950.00	\$1,425.00
Service	03/07/2024	Review file; begin drafting Motion to Approve PAGA Settlement	2.50	\$675.00	\$1,687.50
Service	03/08/2024	Draft Motion to Approve PAGA Settlement; draft proposed Order & Judgment; forward to KN for review	4.00	\$675.00	\$2,700.00
Service	03/11/2024	Review and revise motion; email draft motion to Defendant; analysis of approval issues and next steps	1.50	\$950.00	\$1,425.00
Service	03/14/2024	Review status and emails; review signed agreement; prepare agreement for final for client signature; memo to staff	0.75	\$950.00	\$712.50
Service	03/18/2024	Review status; memo to staff; update motion	0.50	\$950.00	\$475.00
Service	03/22/2024	Review status; prepare executed agreements; email	0.60	\$950.00	\$570.00

Def					
Service	03/25/2024	Review status; email Defendant; advise NBB as to status	0.30	\$950.00	\$285.00
Service	03/25/2024	Receipt and Review of Correspondence: review correspondence between parties; review complaint and settlement documents; advise RE	0.50	\$750.00	\$375.00
Service	03/26/2024	Draft declaration ISO motion; email Def; conf call with defendant regarding motion issues	1.50	\$950.00	\$1,425.00
Service	03/27/2024	Email from J. Gutenberg re: Motion for PAGA approval.	0.20	\$750.00	\$150.00
Service	03/29/2024	Review & analyze redline edits from defense counsel re motion for approval of PAGA Settlement	0.50	\$675.00	\$337.50
Service	04/02/2024	Review and revise motion per Def comments and discussion. Review billing for accuracy and completeness	2.30	\$950.00	\$2,185.00
Service	04/03/2024	Revise declaration per revisions to motion; email Defendant	1.00	\$950.00	\$950.00
Service	04/04/2024	Review and revise motion and declaration per Defendant comments; prepare motion for final; file and serve motion; served LWDA	2.50	\$950.00	\$2,375.00
Services Subtotal				\$76,115.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	09/27/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/23/2022	Onelegal/Court Fee	1.00	\$460.70	\$460.70
Expense	01/23/2023	Onelegal/court fees	1.00	\$82.62	\$82.62
Expense	01/26/2023	Onelegal/court fees	1.00	\$13.33	\$13.33
Expense	01/31/2023	Knox	1.00	\$114.15	\$114.15
Expense	04/07/2023	Mediation Fees - Dickstein	1.00	\$14,700.00	\$14,700.00
Expense	05/05/2023	OneLegal filing fee	1.00	\$13.33	\$13.33
Expense	12/06/2023	Berger Consulting	1.00	\$2,650.00	\$2,650.00
Expense	01/02/2024	File and ServeXpress	1.00	\$47.61	\$47.61
Expense	04/03/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$18,216.74	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	16.0	\$895.00	\$14,320.00
Scott Blumenthal	26.4	\$450.00	\$11,880.00
Ricardo Ehmann	28.0	\$675.00	\$18,900.00
Randy Hy	2.7	\$675.00	\$1,822.50
Christine LeVu	4.9	\$750.00	\$3,675.00
Kyle Nordrehaug	16.75	\$950.00	\$15,912.50
Victoria Rivapalacio	0.5	\$750.00	\$375.00
Andrew Ronan	14.1	\$550.00	\$7,755.00
Adolfo Sanchez Contreras	5.1	\$250.00	\$1,275.00
Yesenia Silva	0.8	\$250.00	\$200.00
		Subtotal	\$94,331.74
		Total	\$94,331.74

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/04/2024	\$94,331.74	\$0.00	\$94,331.74
			Outstanding Balance	\$94,331.74
			Total Amount Outstanding	\$94,331.74

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, 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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

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

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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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 #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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

September 1, 2022

CA2725

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Freenome Holdings, Inc.
Certified Mail #70221670000126674421
C T Corporation System
330 N. Brand Blvd. Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Freenome Holdings, Inc. in California, including any employees staffed with Freenome Holdings, Inc. by a third party, and classified as non-exempt employees during the time period of September 1, 2021 until a date as determined by the Court. Our offices represent Plaintiff Daniel De La Torre (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Freenome Holdings, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from September of 2021 to August of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal.

App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6

Case Name: Freenome

Friday, January 12, 2024

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail Address:

kyle@bamlawca.com

ILYM Contact:

Tony Rogers

E-Mail:

trogers@ilymgroup.com

Contact Number:

714.878.8836

Assumptions: PAGA Settlement

ASSUMPTIONS	
Total Estimated # of Class Members	148
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	1	\$120.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll-Free Call Center	Flat Rate	\$50.36	1	\$50.36

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$370.36

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	148	\$222.00
USPS First Class 1oz Postage	Per Piece	\$0.63	148	\$93.24
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	22	\$44.40
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$2,709.64

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds to the State	Flat Fee	\$250.00	1	\$250.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$470.00

Total Case Estimate: \$3,550.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.