

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

CYNTHIA KOSNIKOWSKI, on behalf of
the State of California, as a private attorney
general,

Plaintiff,

vs.

HONOR HOME CARE SERVICES
CALIFORNIA, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **CGC-22-602974**

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

Hearing Date: September 9, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: November 15, 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 Bhowmik De Blouw LLP,
3 attorneys for Plaintiff Cynthia Kosnikowski ("Plaintiff"). As such, I am fully familiar with the facts,
4 pleadings and history of this matter. I am submitting this declaration in support of the Plaintiff's
5 Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could and would testify competently to the matters stated
7 herein.

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

11 3. PAGA Counsel mailed the necessary correspondence to the California Labor and
12 Workforce Development Agency ("LWDA") on September 8, 2022, on behalf of Plaintiff
13 Kosnikowski, requesting authorization from the LWDA to seek civil penalties as provided by the
14 Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA
15 Notice. A true and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day
16 notice period for the LWDA to notify of its intent to investigate expired on November 13, 2022. On
17 November 15, 2022, Plaintiff Kosnikowski filed a Representative Action Complaint in this Court
18 against Defendant Honor Home Care Services California, Inc. alleging a single cause of action for
19 recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and
20 Defendant agreed to mediate with Steve Serratore, Esq. Prior to the mediation, the Parties conducted
21 significant investigation and discovery of the facts and law. Defendant produced hundreds of
22 documents relating to its policies, practices, and procedures regarding paying non-exempt employees
23 for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and
24 more. Plaintiff was provided with sufficient records and data to determine the number of Aggrieved
25 Employees and the number of pay periods in the PAGA Period. The Parties agree that the above-
26 described investigation and evaluation, as well as the information exchanged during the settlement
27 negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise
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1 the issues on a fair and equitable basis. Plaintiff's theory of PAGA liability as argued at mediation
2 alleged that Defendant is liable for miscalculating overtime and sick pay as a result of not including
3 certain remunerations into the regular rate. For example, the following additional remunerations were
4 not fully incorporated into the regular rate for the purpose of paying the correct overtime: Incentive
5 Bonus (cpbon), Referral Bonus (cpref), Sign on Bonus (cpbso), Gift Card (gift). Moreover, Plaintiffs
6 alleged many pay periods had pay at multiple hourly rates. Weighted average calculations were used
7 to include any overpayments or underpayments due to mixed hourly rates in a pay period. Plaintiff's
8 expert determined that 42.3% of Aggrieved Employees and 18% of pay periods had overtime and
9 additional remunerations earned or had weighted average rate issues. Plaintiff alleged there was also
10 unpaid sick pay due from not including the above remunerations in the regular rate and from weighted
11 averages. 40% of Aggrieved Employees and 4.1% of pay periods had sick pay and additional
12 remunerations earned or had weighted average rate issues. Plaintiff also alleged at mediation that
13 Defendant issued inaccurate wage statements to the Aggrieved Employees. For example, time spent
14 on "pre-visit" work was included on the "gross" section for total hours worked but this time was not
15 included in the "total hours worked" section causing confusion. In addition, Plaintiff alleged that
16 Defendant unlawfully put a system in place that facilitated the misclassification of Aggrieved
17 Employees under the personal attendant exemption. This exemption applies only if at least 80% of the
18 employees' time is spent supervising (eg. supervision of bathing, showering, getting in or out of a bed
19 or chair and using a toilet) and includes "assistance in obtaining medical care, preparing meals,
20 managing money, shopping for groceries or personal items, using a telephone or performing
21 housework when such activities are related to the independent living of the person and cannot be
22 performed by him or herself alone due to a health or are limitation." DLSE Opinion Letter 2005, 11-
23 23. The caveat is that "housework" should not exceed 20% of the weekly working time spent by the
24 personal attendant. Plaintiff alleged that the personal attendant exemption did not apply because the
25 amount of time Plaintiff and other Aggrieved Employees spent on housekeeping far exceeded 20% of
26 their weekly duties. Plaintiff alleged at mediation that Aggrieved Employees spent closer to 80% of
27 their time performing housekeeping tasks such as cleaning refrigerators, doing laundry, cooking,
28

1 making the beds, changing sheets, vacuuming and dusting. On April 15, 2024, the Parties engaged in
2 an all-day mediation session before Mediator Serratore, a respected and experienced mediator
3 knowledgeable of both the wage and hour laws and representative claims at issue in this action.
4 Through arms-length negotiations with the assistance of the mediator, the Parties reached an
5 agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of
6 Understanding memorializing the settlement.¹ The settlement was negotiated in light of all known
7 facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
8 not being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in a
9 manageable trial, the merits of Defendant’s potential defenses, and the significant delay and potential
10 appellate issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
11 the assistance of Mediator Serratore.

12 4. The claim before this Court is solely the representative claim under PAGA on
13 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
14 settle this PAGA claim in its entirety after investigation and an arm’s length mediation session. The
15 PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement
16 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
17 payment in the amount of \$980,000 to resolve the Released PAGA Claims (hereinafter referred to as
18 the “PAGA Settlement”). From this PAGA Settlement of \$980,000, there is a deduction of attorneys’
19 fees (“PAGA Counsel Fees Payment”) in the amount of \$326,667 (which is one-third of the PAGA
20 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
21 amount not to exceed \$25,000, a service award of \$5,000 (“Service Award”) and Settlement
22 Administration Costs (“Administration Expenses Payment”) not to exceed \$15,000. (Agreement at ¶¶
23

24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
26 (“Individual Settlement”) (Settlement Agreement at ¶ 2.3). The individual claims were not at issue in
27 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
28 *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” nor resolve the PAGA claims.).

3.2.1-3.2.4).² After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less than \$608,333. Seventy-five percent (75%) (no less than \$456,249.75) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than \$152,083.25) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved Employee” means all individuals who are or were employed by defendant Honor Home Care Services of California, Inc. in California and classified as a non-exempt employee at any time during the from September 8, 2021, through the earlier of settlement approval by the Court or July 12, 2024. (Settlement Agreement at ¶ 1.4). The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.³ The PAGA Period is the time period from September 8, 2021 through July 12, 2024. (Agreement at ¶ 1.23). For mediation, Defendant represented that there are approximately 3,296 Aggrieved Employees who collectively worked approximately 115,000 pay periods during the PAGA Period. (Agreement at ¶ 4.1). Upon entry of final judgment, the Released Parties shall be entitled to a release from the Aggrieved Employees for any “Released PAGA Claims”, which means all claims 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 (collectively the “Released PAGA Claims”). (Agreement at ¶5.2). The Released PAGA Claims expressly excludes all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social

² 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 of these amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration Expenses are less, or the Court approves payment less than \$15,000, the Administrator will allocate the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2). In the event the Service Award is approved for less than \$5,000.00 to Plaintiff, the unawarded difference will be added to the PAGA Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendant. (*Id.* at ¶ 3.2.4).

³ See Settlement Agreement at ¶ 3.2.3 (“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.”)

1 security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA
2 period. (*Id.*)

3 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
4 (\$326,667), a Service Award of \$5,000 and PAGA Counsel Litigation Expenses in an amount not to
5 exceed \$25,000 will also be paid to PAGA Counsel as part of the settlement in accordance with
6 California Labor Code § 2699(g)(1), as set forth in the Agreement. Lastly, payment to the
7 Administrator in an amount not to exceed \$15,000 to perform the administrative duties to distribute
8 the settlement money shall also be paid.

9 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
10 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
11 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$980,000 is
12 more than other PAGA settlements as it constitutes approximately \$8.52 per pay period. This PAGA
13 Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
14 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
15 penalties was potentially \$11,500,000 based on 115,000 pay periods applicable to the Aggrieved
16 Employees during the PAGA Period.⁴ Importantly, however, these calculations were performed at the
17 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would
18 be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
19 than the maximum civil penalty if based on the facts and circumstances to do otherwise would result
20 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks*
21 *Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only
22 provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded
23 could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA
24 claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery

25 _____
26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$11,500,000 is the civil penalty amount without stacking. If stacking is permitted, then
28 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 of civil penalties would be only \$575,000, which is far less than this settlement provides.

2 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
3 violation for each period the employee worked in relation to meal or rest period violations, failure to
4 pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
5 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
6 due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated,
7 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
8 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
9 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
10 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
11 the PAGA notification should be awarded because the violations were not intentional, and at least one
12 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
13 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
14 violations at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that
15 the PAGA Settlement is fair and reasonable. (Declaration of Nordrehaug, at ¶7.) Defendant has
16 similarly concluded that it is desirable that the action is settled in the manner and upon the terms and
17 conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction
18 of further legal proceedings, as well as the uncertainty of litigation. Defendant has determined that it
19 is desirable and beneficial to put to rest the claims in this action and Defendant agrees that the PAGA
20 Settlement is fair, reasonable, and adequate. PAGA Counsel have significant experience litigating
21 wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar
22 to or greater than similar settlements that courts have approved. The PAGA Settlement, along with
23 the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length
24 with the assistance of a private mediator, Tripper Ortman. As set forth in the accompanying proof of
25 service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision
26 of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable
27 weight. This is not a situation where the Court needs to be concerned about the rights of absent
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1 employees as in a class settlement, as this PAGA-only settlement does not release the individual claims
2 of absent employees other than PAGA claims, and the LWDA is a sophisticated government entity
3 that is more than able to look out for its own rights.

4 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
5 amount of \$326,667 representing one-third of the \$980,000 Gross PAGA Settlement Amount. The
6 payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several
7 factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a
8 recovery of \$980,000.00, and this result justifies the requested fees equal to one third of this recovery.
9 This percentage is within the standard contingent recovery percentage of one-third, and this percentage
10 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
11 480, 504, (2016). Second, the fee award is justified by the work performed and contributions to the
12 case. Second, the fee award is justified by the work performed and contributions to the case. Here,
13 the fee award is less than PAGA Counsel's current lodestar of \$167,200.00, and thus represents a
14 reasonable multiplier of less than 2. As detailed in the accompanying billing statement, true and
15 correct copies of which are attached hereto as Exhibit #2, the current lodestar for my firm in this court
16 matter as of August 14, 2024 is \$167,200.00 for more than 235 hours of work prosecuting the claims
17 being resolved by this Settlement. This time does not include time incurred after the billing was
18 finalized and the time spent managing the completion of the settlement, which I estimate will add
19 another \$20,000 in additional lodestar. Third, the consideration of the enhancement factors would
20 justify the enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk
21 of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues
22 involved. Here, where an enhancement would be warranted, but the fee award is less than the lodestar,
23 there can be no question of the reasonableness of the award.

24 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
25 Counsel, which currently are \$22,225.47 which is less than the \$25,000 allocation for costs in the
26 Agreement, so the difference of \$2,774.53 will be added to the PAGA Payment amount. The litigation
27 expenses incurred by my firm in the amount of \$22,225.47 were all reasonably necessary to the
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litigation and are detailed in Exhibit #2 attached hereto.

Experience and Qualifications

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

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

(b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000

1 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
2 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
3 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
4 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
5 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
6 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
7 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
8 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
9 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
10 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
11 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
12 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
13 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
14 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
15 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
16 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
17 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
18 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
19 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
20 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
21 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
22 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
23 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
24 Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant
25 experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
26 excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar
27 settlements that my firm has previously negotiated, and which courts have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik 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 worked

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

17 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
18 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
19 from \$250 to \$275.⁵ My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
20 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
21 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
22 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
23 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
24 'in line with those prevailing in the [relevant] community'—the Central District of California".
25 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
26

27 ⁵ Some of the earlier time entries were billed at prior year rates, which were lower than the current
28 rates.

1 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
2 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
3 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing
4 rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when
5 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
6 to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
7 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
8 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
9 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
10 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
11 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
12 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
13 rates charged by my firm for comparable work are less than these examples and are therefore
14 undoubtedly reasonable.

15
16 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5.
17 Included with the PAGA Notice was a draft of the complaint providing further specificity as to the
18 allegations. In addition, the LWDA is being served with this motion which includes the Settlement
19 Agreement, as verified in the proof of service.

20
21 14. Settlement Administration – ILYM Group was selected as the Settlement
22 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
23 in the amount of \$ 12,550. The estimate from LYM Group is attached hereto as Exhibit #6. I have
24 used ILYM Group successfully as the administrator in more than twenty prior settlements in the last
25 couple years and know them to be competent and experienced.

26
27 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
28

1 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

2
3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed this 14th day of August, 2024, at San Diego, California.

5
6 
7 Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Cynthia Kosnikowski (“Plaintiff”) and defendant Honor Home Care Services California, 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 *Cynthia Kosnikowski v. Honor Home Care Services California, Inc.* (Case No. CGC-22-602974) initiated on November 15, 2022 and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means ILYM Group, Inc., 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 employed by Defendant in California and classified as a non-exempt employee at any time during the period from September 8, 2021, through the earlier of settlement approval by the Court or July 12, 2024.
- 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 Honor Home Care Services California, Inc.
- 1.10. “Defense Counsel” means Alex Polishuk and Stacey Shim of the law firm of Polsinelli 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 65 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 \$980,000.00 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, Service Award 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, the agency entitled, under Labor Code section 2699, subd. (i).
- 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 Cynthia Kosnikowski’s September 8, 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, Service Award 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 8, 2021 through the earlier of settlement approval by the Court or July 12, 2024.
- 1.24. “Plaintiff” means Cynthia Kosnikowski, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant; its present, former, or future owners, subsidiaries, parent, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and/or affiliated companies, and managing agents; and any and all agents, legal representatives, and/or attorneys, in their representative or individual capacity..
- 1.27. “Service Award” means the service payment made to the Plaintiff in order to compensate for initiating the Action, performing work in support of the Action,

undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.

- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On November 15, 2022, Plaintiff Kosnikowski commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action 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. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On April 15, 2024, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq. which led to this Agreement to settle the Action. 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.

Prior to mediation, Plaintiff obtained, through informal discovery, 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.

2.4. 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 \$980,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the Service Award, 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 4.3 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 \$326,667.00 and PAGA Counsel Litigation Expenses Payment of not more than \$25,0000. 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 \$15,000 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 \$15,000, 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 \$608,333 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$456,249.75) allocated to the LWDA PAGA Payment and 25% (no less than \$152,083.25) 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.

3.2.4 To Plaintiff: Plaintiff shall request from the Court a Service Award payment in the amount of \$5,000.00 in exchange for a general release of claims against the Released Parties. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for a Service Award in this amount. In the event the Service Award is approved for less than \$5,000.00 to the Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to the Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 3,296 Aggrieved Employees who worked a total of 115,000 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fourteen (14) days of the Effective Date, Defendant will 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 than twenty-eight (28) days after the Effective Date, or fourteen (14) days after it submits the Aggrieved Employee Data to the Administrator, whichever is sooner.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) 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 Service Award and 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 her 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 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 Settlement Payment which is subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA period.

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 PAGA Notice, 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. (1)(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 Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 3,296 Aggrieved Employees who worked 115,000 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. In the event the actual number of PAGA Pay Periods escalate beyond 10% more than 115,000, either the Gross PAGA Settlement Amount will increase proportionally, or Defendant may agree to a release end date as of the accrual of 115,000 PAGA Pay Periods plus 10%.

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 or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and 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, Steve Serratore, 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. 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 discovery, 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 and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA 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: POLSINELLI LLP
 Alex Polishuk
 apolishuk@polsinelli.com
 Stacey Shim
 sshim@polsinelli.com
 2049 Century Park East, Suite 2900

Los Angeles, California 90067
Telephone: (310) 556-1801
Facsimile: (310) 556-1802

- 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 she 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 her 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

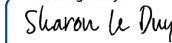
The Parties and their counsel hereby execute this Agreement.

Dated: Aug 2, 2024


Cynthia Kosnikowski (Aug 2, 2024 18:31 PDT)

Plaintiff Cynthia Kosnikowski

Dated: 8/1/2024

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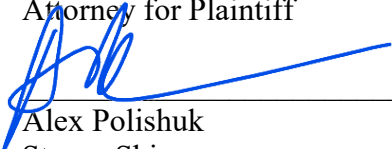
Sharon Le Duy [name]

For Defendant Honor Home Care Services California, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: August 1, 2024



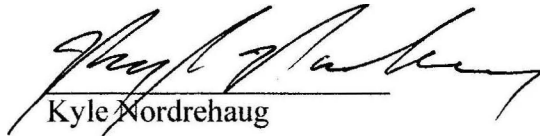
Alex Polishuk
Stacey Shim
Polsinelli LLP
Attorneys for Defendant

Dated: _____

[name]

For Defendant Honor Home Care Services California, Inc.

Dated: 8/5/24 _____



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Alex Polishuk
Stacey Shim
Polsinelli LLP
Attorneys for Defendant

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/14/2024
Due On: 09/13/2024

Cynthia Kosnikowski
980 Holmisdale Way
Galt, CA 95632

CA2723

Honor Home Care

Services

Type	Date	Notes	Quantity	Rate	Total
Service	08/15/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff to discuss status and claims.	3.90	\$850.00	\$3,315.00
Service	08/17/2022	Review emails and documents from Plaintiff regarding workplace retaliation and discrimination claims. Legal research regarding recent court opinions regarding the same. Analyze DFEH claims.	3.60	\$850.00	\$3,060.00
Service	08/24/2022	Review entire employment file for legal claims. Analyze all pay statements for 226(a) and overtime violations. Legal research regarding recent court opinions and settlements regarding the same. Conference with Plaintiff to discuss background facts for complaint and status.	4.50	\$850.00	\$3,825.00
Service	08/29/2022	Draft original complaint. Review documents and facts.	4.70	\$850.00	\$3,995.00
Service	09/01/2022	Draft complaint. Send to Plaintiff for approval to file. Conference with Plaintiff to discuss process of lawsuit and potential outcomes.	4.40	\$850.00	\$3,740.00
Service	09/03/2022	Draft internal case notes memo.	2.00	\$850.00	\$1,700.00
Service	09/08/2022	Review and analyze PAGA claims. Draft PAGA Notice. Upload to LWDA website. Status update to Plaintiff.	2.10	\$850.00	\$1,785.00

Service	11/02/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	11/02/2022	Review & analyze employment file documents; email to ND re venue issues	3.50	\$675.00	\$2,362.50
Service	11/03/2022	Review, edit & finalize class action complaint draft	2.50	\$675.00	\$1,687.50
Service	11/04/2022	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
Service	11/04/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	11/04/2022	Review & finalize class action complaint package; file in SF Sup. Ct.	0.70	\$675.00	\$472.50
Service	11/04/2022	Review and analyze PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	2.20	\$850.00	\$1,870.00
Service	11/09/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
Service	11/15/2022	Review PAGA-only complaint draft; revise; finalize draft for filing	0.50	\$675.00	\$337.50
Service	11/15/2022	Draft summons & civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	11/15/2022	Review PAGA only complaint package; finalize; file in SF Sup. Ct.	0.70	\$675.00	\$472.50
Service	11/16/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox	0.80	\$675.00	\$540.00
Service	11/18/2022	File Proof of Service of Summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	11/18/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	11/22/2022	Review and analyze daily job tasks of Plaintiff and class members. Legal research regarding Caregiver Exemption and Wage Order 15. Analyze previous court decisions and settlements.	3.80	\$850.00	\$3,230.00
Service	11/30/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment & status of initial case management conference re paga action	0.50	\$675.00	\$337.50
Service	11/30/2022	Upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	12/01/2022	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
Service	12/21/2022	Receipt and review Motion to Compel Arbitration.	0.50	\$750.00	\$375.00
Service	12/21/2022	Prepare initial documents for service of process re	0.70	\$675.00	\$472.50

		paga action; identify registered agent; send out for service via Knox			
Service	12/23/2022	File Proof of Service of Summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	12/30/2022	Email to Kyle re: request for dismissal and PAGA Carve Out in Motion to Compel Arbitration.	0.30	\$750.00	\$225.00
Service	01/03/2023	Receive and review motion to compel arbitration; review and outline arbitration agreement; draft multiple correspondence regarding the same.	0.80	\$550.00	\$440.00
Service	01/04/2023	[Class] Draft Request for Dismissal without Prejudice.	0.90	\$750.00	\$675.00
Service	01/04/2023	[Class] Email A. Polishuk re: e-service agreement and service of Request for Dismissal.	0.50	\$750.00	\$375.00
Service	01/04/2023	[PAGA] Email A. Polishuk re: e-service agreement.	0.20	\$750.00	\$150.00
Service	01/04/2023	Draft RFD class without prejudice, declaration in support, proposed order and pos	1.00	\$250.00	\$250.00
Service	01/06/2023	Draft POS for PAGA	0.30	\$250.00	\$75.00
Service	01/10/2023	Email to A. Polishuk re: e-service agreement.	0.20	\$750.00	\$150.00
Service	01/10/2023	Email form S. Shim re: electronic service agreement.	0.20	\$750.00	\$150.00
Service	01/13/2023	Draft disco shells	1.20	\$250.00	\$300.00
Service	01/18/2023	Review and analyze Order granting Stipulation to Compel to Arbitration.	0.40	\$750.00	\$300.00
Service	01/19/2023	Review and analyze Defendant's Notice of Taking Motion to Compel off Calendar.	0.30	\$750.00	\$225.00
Service	01/20/2023	Review and outline claims; draft initial discovery requests, notice of depositions, Belaire-West notice, and protective order, finalize and serve on Defendant.	2.20	\$550.00	\$1,210.00
Service	01/23/2023	Review and analyze Answer to PAGA Complaint.	0.30	\$750.00	\$225.00
Service	01/23/2023	Update spreadsheets re depo served	0.20	\$250.00	\$50.00
Service	01/23/2023	Case was dismissed but CMC still on calendar, created track on Courtlinks to make sure it's vacated	0.20	\$250.00	\$50.00
Service	01/24/2023	Receive and review order from court; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	01/26/2023	Receipt and review order dismissing case and vacating motion to compel arbitration.	0.30	\$750.00	\$225.00
Service	01/26/2023	Save c'd order granting dismissal in the file / ask CJ to remove Class CMC from calendar	0.20	\$250.00	\$50.00
Service	02/13/2023	Multiple correspondence with OPC regarding discovery	0.40	\$550.00	\$220.00

		requests.			
Service	02/14/2023	Multiple follow up correspondence regarding discovery requests, Belaire-West notice and protective order.	0.40	\$550.00	\$220.00
Service	02/22/2023	Draft follow up meet and confer correspondence regarding Belaire-West notice and protective order.	0.30	\$550.00	\$165.00
Service	03/07/2023	Teleconference with opposing counsel regarding personal attendant exemption and mediation; draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	03/13/2023	RECEIPT AND REVIEW OF CORRESPONDENCE FROM ALEX POLISHUK REGARDING POINTS AND AUTHORITIES RELATING TO APPLICATION OF PERSONAL ATTENDANT EXEMPTION TO WAGE AND HOUR REQUIREMENTS.	0.30	\$675.00	\$202.50
Service	03/13/2023	Receive and review authority and supporting documents from opposing counsel; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	03/14/2023	Review and outline additional documents and case law provided by opposing counsel; draft summary.	0.60	\$550.00	\$330.00
Service	03/14/2023	Teleconference with RH regarding personal attendant exemption; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	03/17/2023	Receipt and review of Order re Case Management Conference taken Off Calendar.	0.10	\$675.00	\$67.50
Service	03/22/2023	Multiple correspondence with AC regarding status of discovery and depositions.	0.30	\$550.00	\$165.00
Service	03/27/2023	Communications with Stacey Shim regarding meet and confer relating to personal attendant exemption, private mediation, Defendant's responses to Plaintiff's first set of written discovery, and deposition of Defendant's person most knowledgeable.	0.20	\$675.00	\$135.00
Service	03/27/2023	Multiple correspondence with opposing counsel and RH/CTL regarding status of discovery and personal attendant exemption.	0.60	\$550.00	\$330.00
Service	03/27/2023	Receipt and review of Defendant's correspondence regarding personal attendant exemption, and cursory research regarding the same.	0.70	\$675.00	\$472.50
Service	03/30/2023	Follow up correspondence with opposing counsel regarding discovery and deposition timeline.	0.30	\$550.00	\$165.00
Service	04/03/2023	Correspondence with Stacey Shim regarding preparation of Joint Case Management Statement.	0.30	\$675.00	\$202.50
Service	04/04/2023	Preparation of correspondence to Stacey Shim regarding Court's order requiring use of CM-110 form case management statement.	0.10	\$675.00	\$67.50

Service	04/04/2023	Comprehensive review of file materials, including pleadings, Court order, discovery, correspondence with counsel, and case notes in preparation for drafting Joint Case Management Statement; and commence draft of Parties' Joint Case Management Statement.	1.40	\$675.00	\$945.00
Service	04/04/2023	Preparation of Plaintiff's individual Case Management Statement pursuant to Court order regarding the same; draft of proof of service; file, serve, and preparation of summary of same.	1.40	\$675.00	\$945.00
Service	04/04/2023	Assist RH with signing doc	0.50	\$250.00	\$125.00
Service	04/05/2023	Receipt and review Defendant's Case Management Statement.	0.30	\$750.00	\$225.00
Service	04/05/2023	Receipt, review, and analysis of Defendant's Case Management Statement.	0.20	\$675.00	\$135.00
Service	04/10/2023	Receipt and review Order continuing CMC.	0.30	\$750.00	\$225.00
Service	04/11/2023	Email from A. Polishuk re: personal attendant exemption and mediation; Discuss with AJ re: same.	0.30	\$750.00	\$225.00
Service	04/12/2023	Multiple correspondence with opposing counsel and AB regarding discovery and mediation; review file for status; review and outline analysis regarding personal attendant exemption.	0.70	\$550.00	\$385.00
Service	04/24/2023	Multiple correspondence with opposing counsel regarding mediation and personal care exemption; review analysis.	0.60	\$550.00	\$330.00
Service	05/10/2023	Email to C. Hoxie re: mediation with J. Krivis and case caption.	0.30	\$750.00	\$225.00
Service	05/10/2023	Multiple correspondence with opposing counsel regarding mediation and discovery.	0.30	\$550.00	\$165.00
Service	05/12/2023	Calendar reminders to bates stamp docs for mediation	0.20	\$250.00	\$50.00
Service	05/17/2023	Draft stip to stay pending mediation, email to AGR for review	0.50	\$250.00	\$125.00
Service	05/24/2023	Bates stamp P's docs, 1198.5 docs, save in exhibit book, fill out AJ's form, email AGR	2.00	\$250.00	\$500.00
Service	05/25/2023	Review file; draft stipulation to stay matter pending mediation; submit to opposing counsel.	1.30	\$550.00	\$715.00
Service	05/25/2023	Review and outline documents; draft summary; create exhibit book.	1.50	\$550.00	\$825.00
Service	05/25/2023	Draft mediation data request; submit to AB for review.	1.20	\$550.00	\$660.00
Service	06/07/2023	Review file for status; follow up correspondence with AB regarding mediation data request.	0.40	\$550.00	\$220.00

Service	06/07/2023	Follow up correspondence with opposing counsel regarding stipulation to stay matter.	0.30	\$550.00	\$165.00
Service	06/07/2023	Multiple correspondence with AB regarding personal attendant exemption.	0.40	\$550.00	\$220.00
Service	06/08/2023	Review and outline personal attendant exemption in advance of call with client; draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	08/17/2023	Review file for status; draft correspondence with client.	0.30	\$550.00	\$165.00
Service	08/31/2023	Review status of case and add to client contact spreadsheet to do initial intake for liability form	0.10	\$250.00	\$25.00
Service	09/11/2023	Receive and review correspondence from client; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	09/12/2023	Follow up correspondence with client regarding update.	0.30	\$550.00	\$165.00
Service	09/13/2023	Review and outline wage orders for personal attendant exemption; outline client documents for job description, draft summary.	1.00	\$550.00	\$550.00
Service	09/13/2023	Teleconference with client regarding claims; draft and circulate summary.	1.20	\$550.00	\$660.00
Service	09/14/2023	Review status of case and add client to list of clients to contact for intake per SOP	0.20	\$250.00	\$50.00
Service	09/21/2023	Draft revised data request based on teleconference with client; follow up correspondence with AB.	1.00	\$550.00	\$550.00
Service	09/21/2023	Revise and finalize mediation data request; submit to opposing counsel.	0.50	\$550.00	\$275.00
Service	09/21/2023	Draft revisions to stipulation to stay action pending mediation; submit to opposing counsel.	0.80	\$550.00	\$440.00
Service	09/22/2023	Discuss with Andy Stipulation to Stay Pending mediation related to discovery deadline.	0.30	\$750.00	\$225.00
Service	09/22/2023	Receive and review revisions to stipulation; draft further revisions; finalize file and serve.	1.00	\$550.00	\$550.00
Service	10/03/2023	Review docket for status of stipulation; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/03/2023	Review file for status; draft case management statement; finalize, file and serve.	1.00	\$550.00	\$550.00
Service	10/04/2023	Review docket for status of stipulation; multiple correspondence with opposing counsel regarding the same.	0.30	\$550.00	\$165.00
Service	10/04/2023	Review status of stip to stay pending mediation on One Legal and court's website, need to call clerk to follow up	0.30	\$250.00	\$75.00

Service	10/05/2023	Review status of case, check One Legal and court's website re status of stip to stay, call dept. 304, no answer but per vm we need to send hard copies for signature of stip, email AGR to confirm if courtesy copies were sent, F&SX needs to be used from now on instead of SF	0.40	\$250.00	\$100.00
Service	10/05/2023	Review complex civil procedures, Re-file stip to stay pending mediation, send courtesy copies to dep 304	0.30	\$250.00	\$75.00
Service	10/05/2023	Multiple correspondence with AC and opposing counsel regarding stipulation; review docket and OneLegal.	0.40	\$550.00	\$220.00
Service	10/12/2023	Review status of case, check court's website, confirm hearing 10/18/23 on calendar; hearing continued, confirm new date on calendar	0.30	\$250.00	\$75.00
Service	10/17/2023	Review docket for status of stipulation and joint statement; draft follow up correspondence with opposing counsel.	0.30	\$550.00	\$165.00
Service	10/18/2023	Teleconference with opposing counsel regarding mediation; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	10/24/2023	Follow up re stip to stay, review court's website and download conformed stipulation granting stay, save in the file	0.30	\$250.00	\$75.00
Service	10/30/2023	Multiple correspondence with opposing counsel and AB regarding mediation data.	0.40	\$550.00	\$220.00
Service	10/30/2023	Multiple correspondence with AB regarding mediation data sampling; perform statistical analysis.	0.30	\$550.00	\$165.00
Service	10/30/2023	Update mediation sheet with information from opposing counsel.	0.80	\$550.00	\$440.00
Service	11/06/2023	Update file re no. of aggrieved employees and workweeks provided by OPC	0.30	\$250.00	\$75.00
Service	11/13/2023	Email from C. Hoxie re: meet and confer re: Krivis emergency surgery.	0.20	\$750.00	\$150.00
Service	11/17/2023	Emails from S. Shim re: mediation confirmation with E. Wagner.	0.20	\$750.00	\$150.00
Service	11/29/2023	Discuss with Adolfo amended stipulation to stay pending mediation based on rescheduled mediation.	0.20	\$750.00	\$150.00
Service	11/29/2023	Draft and serve revised mediation data request.	0.70	\$550.00	\$385.00
Service	12/05/2023	Draft stipulation to continue stay pending new mediation date and circulate to OPC via email for comments and signature	0.50	\$250.00	\$125.00
Service	12/13/2023	Follow up with OPC re stip to continue stay in light of new mediation date	0.20	\$250.00	\$50.00

Service	12/14/2023	Revise Stipulation to Continue Stay.	0.30	\$750.00	\$225.00
Service	12/15/2023	Review defendant's proposed edits to joint stip to continue stay pending arbitration; discuss with CTL; finalize and add POS; file via F&SX with courtesy copy to dept 302; serve on OPC via email	1.00	\$250.00	\$250.00
Service	12/27/2023	Draft revised mediation data request; finalize and serve.	0.60	\$550.00	\$330.00
Service	01/17/2024	Review and analyze case file. Status update to Plaintiff. Research 2802 claims and off the clock work tasks.	1.90	\$850.00	\$1,615.00
Service	01/30/2024	Receipt and review Order continuing CMC	0.20	\$750.00	\$150.00
Service	02/20/2024	Review file for status; multiple correspondence with client regarding the same.	0.70	\$550.00	\$385.00
Service	02/20/2024	Update exhibit book and mediation folder pursuant to correspondence with client.	1.40	\$550.00	\$770.00
Service	02/29/2024	Multiple correspondence with opposing counsel regarding mediation data.	0.40	\$550.00	\$220.00
Service	03/15/2024	Multiple correspondence with opposing counsel regarding deposit; draft follow up correspondence regarding timeline; update file.	0.70	\$550.00	\$385.00
Service	03/20/2024	Review and analyze all discovery produced to date. Analyze all data produced for mediation purposes. Review Defendant's wage and hour policy documents. Conference with Plaintiff to discuss facts for mediation brief and settlement authority. Prepare for mediation.	5.20	\$850.00	\$4,420.00
Service	03/22/2024	Review all pay stub exemplars for regular rate violations and wage statement issues. Legal research. Analyze pay codes on paystubs, call with Plaintiff to discuss further.	3.90	\$850.00	\$3,315.00
Service	03/25/2024	Receive and review mediation data; multiple correspondence with AB regarding the same.	0.80	\$550.00	\$440.00
Service	03/25/2024	Update file and spreadsheet for mediation.	0.50	\$550.00	\$275.00
Service	03/26/2024	Research previous settlements with similar claims and workweeks for mediation valuation. Analyze case demographics. Draft MOU for mediation.	3.90	\$850.00	\$3,315.00
Service	03/27/2024	Receive and review additional records; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	03/27/2024	Email from A. Polishnuk re: meet and confer re: timekeeping data.	0.30	\$750.00	\$225.00
Service	03/27/2024	Send complaint and paga letter, and number of Aggrieved Employees and Workweeks to expert for analysis	0.40	\$450.00	\$180.00

Service	03/27/2024	Discuss case mediation info sheet with A. Ronan	0.30	\$450.00	\$135.00
Service	03/28/2024	Review and analyze email from expert re pay codes for mediation data	0.30	\$450.00	\$135.00
Service	03/28/2024	Email to A. Polishuk re explanation of pay codes in mediation data	0.30	\$450.00	\$135.00
Service	03/29/2024	Discuss with Adolfo re discussions with client in preparation for telephone re mediation with opposing counsel.	0.30	\$750.00	\$225.00
Service	03/29/2024	Discuss with Christine re discussions with client in preparation for telephone re mediation with opposing counsel.	0.30	\$450.00	\$135.00
Service	03/29/2024	Follow up with A. Polishuk re pay code descriptions	0.20	\$450.00	\$90.00
Service	03/29/2024	Contact client to set up a call for mediation prep	0.30	\$450.00	\$135.00
Service	04/01/2024	Receipt and review email from Alex Polishuk re: paycodes requested; review and analyze production.	0.30	\$750.00	\$225.00
Service	04/01/2024	Review and analyze Defendant's production of mediation data in Preparation for call with client	1.50	\$450.00	\$675.00
Service	04/01/2024	Call with client re mediation notes	1.00	\$450.00	\$450.00
Service	04/01/2024	Review facts and law. Draft mediation brief.	5.20	\$850.00	\$4,420.00
Service	04/04/2024	Email to B. Berger re mediation analysis	0.20	\$450.00	\$90.00
Service	04/04/2024	Review Honor Home-1198.5_000001-124	1.20	\$450.00	\$540.00
Service	04/04/2024	Write and summarize notes for mediation	2.00	\$450.00	\$900.00
Service	04/04/2024	Review vacation pay and sick pay claims. Analyze recent court opinions and settlements regarding the same.	3.00	\$850.00	\$2,550.00
Service	04/05/2024	Email from C. Li re damages analysis for mediation.	0.30	\$750.00	\$225.00
Service	04/05/2024	Email to B. Berger re mediation analysis ETA	0.20	\$450.00	\$90.00
Service	04/05/2024	Write and summarize notes for mediation	1.00	\$450.00	\$450.00
Service	04/08/2024	Receive and review analysis from expert; draft multiple follow up correspondence.	0.80	\$550.00	\$440.00
Service	04/09/2024	Review and analyze offer letter and email from A. Polishuk re personal attendant exemption, discuss case with AJ	1.00	\$450.00	\$450.00
Service	04/09/2024	Prep for and have call w/ defense attorney.	3.00	\$895.00	\$2,685.00
Service	04/09/2024	Draft mediation brief. Draft / send corr to defense attorney re claims. Draft / send corr to expert re claims.	3.00	\$895.00	\$2,685.00
Service	04/10/2024	Finalize and file mediation brief.	8.00	\$895.00	\$7,160.00

Service	04/11/2024	Review/analyze charts from expert. Draft/send corr requesting additional info.	2.00	\$895.00	\$1,790.00
Service	04/12/2024	Analyze docs re mediation, advise AJ.	3.00	\$995.00	\$2,985.00
Service	04/12/2024	Prepare for mediation, review and analyze mediation brief, advise AJ	2.80	\$450.00	\$1,260.00
Service	04/14/2024	Review expert report and damage analysis. Review all mediation materials including briefs and exhibits thereto in preparation for mediation.	2.30	\$850.00	\$1,955.00
Service	04/15/2024	Call client re mediation, download paystubs from paylocity portal	1.00	\$450.00	\$450.00
Service	04/15/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	04/15/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	04/16/2024	Review mediator's proposal; discuss with AJB	0.40	\$750.00	\$300.00
Service	04/18/2024	Draft/circulate MOU.	3.00	\$895.00	\$2,685.00
Service	04/23/2024	Receive and respond to C. Kosnikowski re outcome of mediation, discuss with N. De Blouw	0.40	\$450.00	\$180.00
Service	04/24/2024	Review/analyze def's edits to MOU. Finalize MOU. Draft/send corr re same.	2.00	\$895.00	\$1,790.00
Service	04/25/2024	Review & analyze MOU; confer w NB/KN re drafting of PAGA long form agreement; individual agreement & service award	0.75	\$675.00	\$506.25
Service	04/25/2024	Review file; draft long form PAGA Settlement Agreement	4.00	\$675.00	\$2,700.00
Service	04/25/2024	Review file; draft Individual Settlement Agreement re Plaintiff Cynthia Kosnikowski	2.50	\$675.00	\$1,687.50
Service	04/25/2024	Review MOU and FAC for final. Analyze, advise RE.	3.00	\$995.00	\$2,985.00
Service	04/30/2024	Received texts from C. Kosnikowski re MOU and status of case, discuss with NDB	0.50	\$450.00	\$225.00
Service	04/30/2024	Call C. Kosnikowski re MOU and status of settlement, client OK	0.50	\$450.00	\$225.00
Service	04/30/2024	Review and analyze mediation notes. Review MOU terms. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss terms and payout amounts and process of approval.	1.40	\$850.00	\$1,190.00
Service	05/06/2024	Review email from C. Cox re Joint CMS and proposed order	0.50	\$450.00	\$225.00
Service	05/07/2024	Review, revise & finalize draft of PAGA settlement agreement and Individual Agreement; email to OPC w draft Agreements; request KN to obtain Admin	1.50	\$675.00	\$1,012.50

estimates					
Service	05/07/2024	Review/analyze Case Management Statement. Prep for CMC. Analyze status of drafting long form.	2.00	\$895.00	\$1,790.00
Service	05/07/2024	Revise and execute Joint CMS, email to C. Cox for filing	0.60	\$450.00	\$270.00
Service	05/08/2024	Follow up with C. Cox to confirm filing of Case Management Statement due to no service copy received	0.40	\$450.00	\$180.00
Service	05/31/2024	Review file; follow up with OPC re redlines edits to long form Agreements.	0.30	\$675.00	\$202.50
Service	06/06/2024	Receipt and Review of Correspondence: review correspondence between the parties re amendment and settlement	0.20	\$750.00	\$150.00
Service	06/13/2024	Review file; follow up with OPC long form redline edits status	0.30	\$675.00	\$202.50
Service	06/21/2024	Review file; follow up with OPC re status of long form PAGA Agreement	0.30	\$675.00	\$202.50
Service	07/11/2024	Review file; follow up with OPC status of redline edits to long form Agreements	0.30	\$675.00	\$202.50
Service	07/29/2024	Review & analyze long form Agreement edits by OPC; draft memo to KN re proposed redline changes	2.00	\$675.00	\$1,350.00
Service	07/30/2024	Review status; review revisions to Agreement; discuss with NBB; analysis of issues and next steps; advise RE	2.00	\$950.00	\$1,900.00
Service	07/30/2024	Confer w KN/NB re long form Agreement draft edits; accept redline changes per KN; edit long form Agreement to fill in blanks; email to defense counsel with revised Agreement for final	1.50	\$675.00	\$1,012.50
Service	07/31/2024	Review file; begin drafting motion to approve PAGA settlement	2.00	\$675.00	\$1,350.00
Service	08/01/2024	Finish draft of PAGA approval motion; forward to ND for review	3.50	\$675.00	\$2,362.50
Service	08/01/2024	Draft proposed order re PAGA approval motion	1.00	\$675.00	\$675.00
Service	08/05/2024	Review emails and signed agreement; prepare fully executed agreements; email Def; work on approval issues; prepare approval outline.	1.80	\$950.00	\$1,710.00
Service	08/06/2024	Review and revise motion for PAGA approval; update proposed order draft; email Defendant; memo to staff	2.00	\$950.00	\$1,900.00
Service	08/06/2024	Review/analyze draft of the motion for approval.	1.00	\$895.00	\$895.00
Service	08/14/2024	Review file; draft declaration in support of motion to approve PAGA settlement/service award request re	1.75	\$675.00	\$1,181.25

		plaintiff cynthia kosnikowski; email to client re draft declaration			
Service	08/14/2024	draft Declaration ISO motion; prepare approval outline; prepare exhibits	3.00	\$950.00	\$2,850.00
Service	08/14/2024	Review and revise motion for final; update motion per comments from Def and staff; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Services Subtotal				\$167,200.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	09/08/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	11/15/2022	OneLegal/Filing Fee	1.00	\$1,490.20	\$1,490.20
Expense	11/22/2022	Court Fee/OneLegal Fee	1.00	\$82.62	\$82.62
Expense	11/23/2022	Court fees/OneLegal Fees	1.00	\$12.87	\$12.87
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$119.75	\$119.75
Expense	12/02/2022	Court fees/OneLegal Fees	1.00	\$460.70	\$460.70
Expense	12/27/2022	Onelegal/court fees	1.00	\$82.62	\$82.62
Expense	12/28/2022	Onelegal/Court Fee	1.00	\$12.87	\$12.87
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$119.75	\$119.75
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$112.95	\$112.95
Expense	05/11/2023	Mediation Fees - Krivis.	1.00	\$10,000.00	\$10,000.00
Expense	10/05/2023	OneLegal filing fee.	1.00	\$13.33	\$13.33
Expense	10/19/2023	OneLegal filing fee.	1.00	\$33.92	\$33.92
Expense	12/05/2023	Mediation fees -- Serratore	1.00	\$14,000.00	\$14,000.00
Expense	12/27/2023	Mediation Refund - First Mediation (Krivis)	1.00	-\$10,000.00	-\$10,000.00
Expense	01/02/2024	File and ServeXpress	1.00	\$58.89	\$58.89
Expense	04/24/2024	Berger Consulting Fee.	1.00	\$5,490.00	\$5,490.00
Expense	08/14/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$22,225.47	

Time Keeper	Quantity	Rate	Total
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AJ Bhowmik	34.0	\$895.00	\$30,430.00
Norm Blumenthal	6.0	\$995.00	\$5,970.00
Scott Blumenthal	16.2	\$450.00	\$7,290.00
Nicholas De Blouw	58.0	\$850.00	\$49,300.00
Ricardo Ehmann	39.5	\$675.00	\$26,662.50
Jeffrey Herman	0.4	\$750.00	\$300.00
Randy Hy	4.7	\$675.00	\$3,172.50
Christine LeVu	7.9	\$750.00	\$5,925.00
Kyle Nordrehaug	11.3	\$950.00	\$10,735.00
Victoria Rivapalacio	0.2	\$750.00	\$150.00
Andrew Ronan	33.4	\$550.00	\$18,370.00
Adolfo Sanchez Contreras	14.1	\$450.00	\$6,345.00
Adolfo Sanchez Contreras	10.2	\$250.00	\$2,550.00
Subtotal			\$189,425.47
Total			\$189,425.47

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/13/2024	\$189,425.47	\$0.00	\$189,425.47
Outstanding Balance				\$189,425.47
Total Amount Outstanding				\$189,425.47

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 Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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,

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

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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. Lifesaver 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 Court, 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

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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

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

September 8, 2022
CA2723

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Honor Home Care Services California, Inc.
Certified Mail #70221670000126674476
Incorporating Services, LTD.
7801 Folsom Blvd. #202
Sacramento, CA 95826

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 Honor Home Care Services California, Inc. in California, including any employees staffed with Honor Home Care Services California, Inc. by a third party, and classified as non-exempt employees during the time period of September 8, 2021 until a date as determined by the Court. Our offices represent Plaintiff Cynthia Kosnikowski (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Honor Home Care Services California, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from February of 2020 to December 2, 2021 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 1 1070(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 Statue 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: Honor Home Care

Tuesday, May 7, 2024

Requesting Attorneys Name:	Kyle Nordrehaug
E-Mail:	kyle@bamlawca.com
ILYM Contact:	Tony Rogers
E-Mail:	trogers@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	3,296
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$2,812.96
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$9,347.04
Case Conclusion:	\$990.00

Total ILYM Fees & Expenses: \$13,150.00
Discounted ILYM Fees & Expenses: \$12,550.00

Case Name: Honor Home Care

Tuesday, May 7, 2024

Requesting Attorneys Name: Kyle Nordrehaug

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
NCOA	Flat Rate	\$1,002.96	1	\$1,002.96
Toll-Free Call Center	Flat Rate	\$1,150.00	1	\$1,150.00
Subtotal				\$2,812.96

*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.

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.00	3,296	\$3,296.00
USPS First Class 1oz Postage	Per Piece	\$0.64	3,296	\$2,109.44
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	494	\$741.60
Preparation of Taxes	Hourly	\$150.00	4	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00
Subtotal				\$9,347.04

*Additional Bank fees may apply

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$120.00	2	\$240.00
Subtotal				\$990.00

Total ILYM Fees & Expenses: \$13,150.00
Discounted ILYM Fees & Expenses: \$12,550.00

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.