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

13 **IN AND FOR THE COUNTY OF SANTA CLARA**

14 JENNIFER WONG, an individual, on behalf
15 of herself, and on behalf of all persons
16 similarly situated,

17 Plaintiff,

18 vs.

19 NURSE LOGISTICS, INC., a California
20 Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.

CASE No. **22CV408939**

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

Hearing Date: January 29, 2025

Hearing Time: 1:30 p.m.

*[Hearing scheduled by Order dated August 27 ,
2024]*

Judge: Hon. Theodore C. Zayner

Dept: 19

Date Filed: June 24, 2022

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Nurse

1 Logistics, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which is
2 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant is One Million Two Hundred Fifty Thousand Dollars
4 and Zero Cents (\$1,250,000.00). (Agreement at ¶¶ 1.20 and 3.1.) Under the Settlement, the Gross
5 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to
6 the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to
8 Plaintiff and the Plaintiff’s Individual Settlement Amount; and (5) the PAGA Penalties. (Agreement at
9 ¶ 3.1.)

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

13 (c) Defendant will fund the Gross Settlement Amount no later than ten (10) days after the
14 Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class
15 Members along with the other Court-approved distributions shall be made by the Administrator within
16 fourteen (14) days after Defendant fully funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

17 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
18 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
19 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Individual
20 Settlement Payment, and the Administration Expenses Payment (the “Net Settlement Amount”) shall be
21 allocated to Participating Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.26 and
22 3.2(e).) From the Net Settlement Amount, the Individual Class Payment for each Participating Class
23 Member will be calculated by (i) dividing the Net Settlement Amount by the total number of Workweeks
24 worked by all Participating Class Members during the Class Period and (b) multiplying the result by each
25 Participating Class Member’s Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be calculated based
26 on Defendant’s records; however, Class Members will have the right to challenge their number of
27 Workweeks.

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

1 by the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. Declaration of Madely Nava ["Nava
4 Decl."], ¶¶ 3-7. Class Members were provided with the opportunity to exclude themselves or "opt out"
5 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Nava Decl. ¶ 7, Exh.
6 A. Significantly, there have been no objections and no requests to opt-out. Nava Decl. ¶¶ 11-12. As such,
7 the entire Class (100.00%) will participate in the Settlement and will be sent a settlement check. *See* Nava
8 Decl. at ¶¶ 13-14. All Aggrieved Employees, including those who submit an opt-out request, will still be
9 paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released
10 Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice
11 advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
12 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
14 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
15 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
16 checks sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil
17 Procedure Section 384(b) ("Cy Pres Recipient"). The Parties propose Project HOPE as the Cy Pres
18 Recipient, subject to Court approval. (Agreement at ¶ 5.4.)

19 (g) Apex Class Action was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
21 administration in an amount not to exceed 14,000. (Agreement at ¶ 3.2(c).) As set forth in the Nava Decl.
22 at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date, as well as
23 anticipated fees and costs for completion of the settlement administration, are \$11,500.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel Litigation
27 Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).) Subject to Court
28 approval, the Agreement provides for a payment of no more than \$14,500 to Plaintiff as the Class

1 Representative Service Payment, which was reduced to \$7,500 by the Court at preliminary approval, and
2 a payment of no more than \$500 to plaintiff as the Individual Settlement Payment for a general release.
3 (Agreement at ¶ 3.2(a).) In support of this separate motion for attorneys' fees, reimbursement of expenses
4 and service awards, Class Counsel is providing evidentiary support, for these requests, including lodestar.

5 (i) Subject to Court approval, Twenty-Five Thousand Dollars (\$25,000) will be paid from the
6 Gross Settlement Amount in settlement of Plaintiff's claim for civil penalties under the California Labor
7 Code Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.* Pursuant to the
8 express requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows:
9 75% (\$18,750) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$6,250)
10 allocated to the PAGA Members and distributed as Individual PAGA Payments based on the number of
11 their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
12 service, the LWDA has been served with this motion and the Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate, and reasonable." (Preliminary Approval Order at pp. 3, 8.) In sum, the Settlement
16 valued at \$1,250,000 is an excellent result for the Class. This result is particularly favorable in light of
17 the fact that liability and class certification in this case were far from certain in light of the defenses
18 asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated August 27, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On September
25 30, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
26 provided each class member with the terms of the Settlement, including notice of the claims at issue and
27 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
28 being sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. See Nava Decl., ¶ 7, Exh. A. In disseminating the notice, the Administrator
2 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
3 there have been **no objections and no requests to opt-out**. Nava Decl. ¶¶11-12. As such, the entire
4 Class (100.00%) will participate in the Settlement and will be sent a settlement check. *See* Nava Decl.
5 at ¶¶ 13-15

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

14
15 6. Procedural History of the Litigation

16 (a) On October 27, 2022, Plaintiff filed with the LWDA and served on Defendant a notice
17 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
18 on behalf of Aggrieved Employees for various Labor Code violations. On December 16, 2022, Plaintiff
19 commenced the Action by filing a Complaint against Defendant in the Superior Court of the State of
20 California, County of Santa Clara. The Complaint asserted class claims against Defendant for: (1) unfair
21 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages
22 in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in
23 violation of Cal. Labor Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor
24 Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
25 226.7 and 512; (6) failure to reimburse employees for required expenses in violation of California Labor
26 Code § 2802; (7) failure to provide accurate itemized wage statements in violation of California Labor
27 Code § 226; and, (8) failure to provide wages when due in violation of California Labor Code §§ 201,
28 202 and 203.

1 (b) On January 20, 2023, Plaintiff filed a separate complaint against Defendant (the “PAGA
2 Action”) for violation of the Private Attorney General Act (“PAGA”) seeking civil penalties pursuant to
3 Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 226(a),
4 226.7, 351, 510, 512, 558(a)(1) and (2), 1194, 1197, 1197.1, 1198, 2750.3, et seq., 2802, California Code
5 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the Applicable Wage Orders.

6 (c) On April 17, 2023, Plaintiff filed a First Amended Class and Representative Action
7 Complaint adding an additional cause of action based on PAGA. Thereafter, Plaintiff dismissed her
8 separate PAGA Action without prejudice The First Amended Class and Representative Action Complaint
9 in the Action is referred to as the "Operative Complaint". Defendant denies the allegations in the
10 Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint
11 and denies any and all liability for the causes of action alleged.

12 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
13 including production of documents, class data, and other information, allowing for the full and complete
14 analysis of liabilities and defenses to the claims in the Action. Plaintiff obtained informal discovery,
15 which included the production and analysis of thousands of pages of documents. The information for
16 mediation obtained by Plaintiff included: (1) data concerning the composition of the Class; (2) payroll
17 data for the Class and time punch data for the Class which covered 41,463 shifts and 16,066 work weeks;
18 (3) Defendant’s policies and nurse work descriptions; (4) the file for the Plaintiff; and, (5) samples of
19 payments provided by Defendant. As such, Class Counsel received the data and information for the
20 Class, which was sufficient for Plaintiff’s expert to prepare the valuations of the claims for the Class.

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

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

1 information in connection with the Action. On October 3, 2023, the Parties participated in an all-day
2 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
3 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
4 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
5 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
6 At all times, the negotiations were arm's length and contentious.

7 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
8 any kind associated with the claims alleged in the Action and further deny that, for any purpose other than
9 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
10 among other things, that it has properly classified and compensated the Class Members and complied at
11 all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.
12 Further, Defendant contends that class certification is inappropriate for any reason other than for
13 settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further
14 contends that the Action is appropriate for class certification on the basis that the claims meet the
15 requisites for class certification. Without admitting that class certification is proper, Defendant has
16 stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The
17 Parties agree that certification for settlement purposes is not an admission that class certification is
18 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
19 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
20 stipulate and agree that the requisites for establishing class certification with respect to the Class are
21 satisfied.

22 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
23 Over the course of two years, Class Counsel diligently evaluated the Class Members' claims against
24 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with
25 access to necessary documents and information for the Class. In addition, Class Counsel has previously
26 negotiated settlements with employers in actions involving nearly identical issues and analogous defenses.
27 Based on the informal discovery and their own independent investigation, evaluation and experience,
28 Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,

1 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
2 circumstances, including the risk of significant delay, the risk that the claims would not be allowed to
3 proceed on a class or representative basis, the defenses asserted by Defendant, and potential appellate
4 issues.

5
6 7. History of Settlement Discussions

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

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

20 (c) From November 2023 to July 2024, the settlement agreement and exhibits thereto were
21 finalized and executed. On August 21, 2024, the Court granted the Motion for Preliminary Approval, and
22 on August 27, 2024 the Court entered the Order granting preliminary approved of the settlement as fair
23 and reasonable to the Class.

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

26
27 8. The outcome of this case would have been uncertain and fraught with risks.

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

1 the Plaintiff and the other Class Members. Defendant maintains that its practices complied with
2 California law. Defendant maintains that the nurses were properly classified as independent contractors
3 and that Class Members' time was properly compensated. As to expense reimbursement, Defendant
4 maintains that it did not fail to provide reimbursement for necessary business expenses because, among
5 other things, nurses were independent contractors and are not required to use their personal cell phones
6 to perform their work. Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th
7 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
8 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's claims in terms of liability and value,
9 and preclude claims from proceeding on a class or representative basis. Defendant also maintains that
10 a good faith defense as to its classification would negate the claims for waiting time penalties and/or
11 failure to provide accurate itemized wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs.*, 15 Cal.
12 5th 1056, 1065 (May 6, 2024). If successful, Defendant's defenses could eliminate or substantially
13 reduce any recovery to the Class. While Plaintiff believes that these defenses could be overcome,
14 Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the
15 Class.

16 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be
17 unable to obtain class certification and thereby not recover on behalf of any nurse other than herself.
18 Defendant forcefully opposed the propriety of class certification and argued that the individual experience
19 of each putative class member varied with respect to the claims, which would preclude the claims from
20 proceeding on a class basis. For instance, Plaintiff's meal and rest period claims would require
21 individualized inquiries into whether each nurse took a compliant meal or rest period on a given shift and,
22 if not, why. Plaintiff is aware of other cases where class certification of similar claims was denied. See
23 e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims).
24 Finally, even if class certification was successful, as demonstrated by the California Supreme Court
25 decision in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles
26 to overcome for a class-wide recovery even where a class has been certified. While other cases have
27 approved class certification of wage and hour claims, class certification in this Action would have been
28 hotly disputed and was by no means a foregone conclusion.

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

15 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
16 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary
17 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
18 favorably to the value of the claims. Based upon 757 Participating Class Members who collectively
19 worked 21,285 Workweeks, which were the estimated class figures at mediation, the Gross Settlement
20 Amount provides a value of \$1,651.25 per Class Member and \$58 per Workweek and after deductions,
21 the Net Settlement Amount provides an average recovery of \$1009.02 per Class Member and a recovery
22 of \$35.88 per Workweek. The calculations to compensate for the amount due for the Class at the time
23 of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose
24 claims are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential
25 unpaid wages for the nurses. For the Class, the maximum value of the claim for unpaid wages due to
26 alleged overtime work was \$3,516,645, the maximum value of unpaid wages due to alleged off-the-clock
27 work was \$3,707,049, the maximum potential damages for alleged meal period violations were estimated
28 to be \$2,413,878 based upon a 100% violation rate, the maximum potential damages for alleged rest

1 period violations were estimated to be \$2,833,104 based upon the same 100% violation rate, and the
2 maximum potential damages for the alleged failure to reimburse business expenses were calculated to
3 be \$359,650 based upon \$50 per month. In total, the damages for the Class were calculated to have a
4 maximum potential total value of \$12,830,326. In addition, Plaintiff calculated that the maximum value
5 of the potential waiting time penalties was \$7,882,48, and the maximum value of the potential wage
6 statement penalties were \$832,300.¹ Defendant vigorously disputed Plaintiff's calculations and exposure
7 theories. Consequently, the Gross Settlement Amount represents more than 9.7% of Plaintiff's
8 calculation of the potential maximum damages at issue for the Class in this case, assuming these amounts
9 could all be proven in full at trial.² The 100% alleged violation rate for meal and rest breaks likely
10 overstates the value of these claims as the Class Members assuredly received some meal and rest breaks.
11 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
12 *Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1065 (2024), could completely negate the claims for waiting
13 time and wage statement penalties, even if wages were owed to the class. The maximum calculations
14 should then be realistically risk rated in consideration for both the risk of class certification and the risk
15 of establishing class-wide liability on all claims. Given the amount of the Settlement as compared to the
16 potential value of the claims, the Settlement is most certainly fair and reasonable.³ Clearly, the goal of

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

22 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
24 Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

25 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
26 approving settlement which represented "roughly one-sixth of the potential recovery"; *Stovall-Gusman*
v. W.W. Granger, Inc., 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action

1 this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
3 significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious and
4 substantial defenses both to liability and to class certification. The maximum and average Class Member
5 allocation (in addition to their Individual PAGA Payment) are \$8,827.96 and \$1,009.03, respectively. *See*
6 Nava Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof
7 and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

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

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

16 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
17 fund settlement to be paid by Defendant to the Class in the amount of One Million Two Hundred Fifty
18 Thousand Dollars and Zero Cents (\$1,250,000.00) (Agreement at ¶¶ 1.20 and 3.1.) As part of the
19 settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross
20 Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class
21 Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-
22 third of the Gross Settlement Amount.

23 (b) In the class action context, that means "attempting to award the fee that informed private
24 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
25 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
26 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.

27 _____
28 settlement worth "somewhere between 9% and 18%" of full verdict value).

Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market value of the award requested.

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

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

(a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third of the Gross Settlement Amount of \$1,250,000, which equals \$416,666 for attorneys' fees. As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendant also agreed that Plaintiff can be awarded Class Representative Service Payment in the amount of \$14,500, as her service award under the Agreement, which was reduced to \$7,500 by the Court at preliminary approval.

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

(c) There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial

1 burden of private enforcement makes the requested award appropriate. This case was litigated on a
2 contingent basis for over two years, with all of the risk factors inherent in such an uncertain undertaking.
3 Indeed, I am aware of other similar cases where the court dismissed the class allegations or denied class
4 certification. Under such circumstances, courts have held that a risk multiplier must be applied to the fee
5 award.

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

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

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

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

1 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type
2 of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
3 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
4 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
5 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
6 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
7 Counsel advanced more than \$26,000 in costs which could not have been recovered if this case had been
8 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiff also
9 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
10 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the
11 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the
12 requested awards.

13 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
14 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
15 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$356,666 is
16 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
17 **records for Class Counsel evidence that through January 2, 2025, Class Counsel's total lodestar**
18 **is \$218,321.25, with significant additional fees still to be incurred to complete final approval and**
19 **the settlement process.** See Exhibit #3. The requested fee award is therefore currently equivalent to
20 Class Counsel's total lodestar with a reasonable multiplier of 1.9, and there will be additional lodestar
21 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
22 reports. Such a multiplier is below the range of multipliers approved in other cases such as *Laffitte* and
23 *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
24

25 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016) (approving 1/3 fee award with
26 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
27 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
28 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal.App.4th 224, 255 (2001) ("multipliers
can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th

1 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
2 this Court may conclude that the requested award is fair and reasonable and is justified under California
3 law.

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

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

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26
27 495, 512 (2009) (affirming multiplier of 2.52 as “fair and reasonable”); *Chavez v. Netflix, Inc.*, 162
28 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County

1 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
2 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
3 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
4 a wage and hour class settlement.

5 12. **The contemporaneous billing records for Class Counsel evidence that through**
6 **January 2, 2025, Class Counsel's total lodestar is \$218,321.25, with significant additional fees still**
7 **to be incurred to complete final approval and the settlement process.** From September 1, 2022 to
8 January 2, 2025, my firm worked on this matter for over 273 hours, with hourly rates for attorneys
9 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
10 \$218,321.25. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar
11 with a reasonable multiplier of 1.9, and there will be additional lodestar incurred by Class Counsel to
12 complete the settlement process and manage the settlement distribution and reports. A detailed
13 breakdown of the total fees and the services performed by the firm on this case is set forth in my firm's
14 billing statement for this matter, a true and correct of which is attached hereto as Exhibit #3. In addition,
15 Class Counsel will be performing significant additional work that is not included in this lodestar amount,
16 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
17 completion of the settlement process. I expect this additional work will result in \$20,000 in additional
18 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in
19 the local legal community for similar work and, if this were a commercial matter, these are the charges
20 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix
21 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
22 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's
23 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
24 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
25 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
26 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
27 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
28

1 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
2 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
3 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
4 when compared within 21 other firms practicing in the Southern District of California.) This survey is
5 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
6 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
7 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
8 who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high
9 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
10 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
11 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
12 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
13 supported by the currently lodestar incurred, and the multiplier will be less than 1.9 by the completion
14 of the settlement. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-
15 check.

16
17 Litigation Expenses

18 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
19 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel have incurred
20 \$25,328.17. based upon counsel’s billing records, which is greater than the “not to exceed amount” of
21 \$25,000. Class Counsel, therefore, requests reimbursement for litigation expenses in the capped amount
22 of \$25,000. These litigation expenses include the expenses incurred for filing fees, mediation expenses,
23 expert expenses (Berger Consulting), and attorney service charges (Knox, OneLegal), and research
24 charges and (LexisNexis), all of which are costs normally billed to and paid by the client. The details of
25 the litigation expenses incurred are set forth in Exhibit #3. These costs were reasonably incurred in the
26 prosecution of the Action.

1 Service Award

2 14. For her service as the only class representative, Plaintiff should be awarded a service
3 award in accordance with the Agreement for her time, risk and effort expended on behalf of the Class as
4 the class representatives. (Agreement at ¶ 3.2(a).) At preliminary approval, this Court already reduced
5 the service award amount from \$14,500 to \$7,500. Plaintiff notes that this reduced amount is less than
6 some Class Members are receiving from the Plaintiff's prosecution of this matter. Defendant has agreed
7 to this payment and there have been no objections to the requested service award. Plaintiff's declaration
8 in support of this request is attached hereto as Exhibit #5. As the sole representative of the Class, Plaintiff
9 performed her duties to the Class admirably and without exception. Plaintiff worked extensively with
10 Class Counsel during the course of the litigation, responding to numerous requests, searching for
11 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
12 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
13 class release. Plaintiff's declaration details the involvement, stress and risks she undertook as a result of
14 this Action. Plaintiff also assumed the serious risk that she might possibly be liable for costs and fees to
15 Defendant, as well as the reputational risk of being "blacklisted" by future employers for having filed a
16 class action on behalf of fellow nurses. Without Plaintiff's participation, cooperation and information,
17 no other nurses would be receiving any benefit. The payment of service awards to successful class
18 representatives is appropriate and the amount of \$7,500 is well within the currently awarded range for
19 similar settlements. The requested awards are also reasonable by reference to the amounts that other
20 California courts have found to be reasonable in wage and hour class action settlements: *Andrews v.*
21 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the
22 requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.
23 Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v.*
24 *Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of
25 \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
26 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman v.*
27 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where
28

1 class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
2 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
3 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
4 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.
5 BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar*
6 *v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding
7 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los
8 Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail*
9 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,
10 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
11 County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue*
12 *v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court
13 (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
14 Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v.*
15 *Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
16 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
17 BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award);
18 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior
19 Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No.
20 BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award);
21 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
22 (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general
23 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
24 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
25 Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v. AHMC*
26 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
27 2013) (awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
28

1 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
2 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
3 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
4 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
5 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
6 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
7 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
8 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
9 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
10 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
11 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
12 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
13 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
14 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
15 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
16 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
17 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
18 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
19 (awarding \$10,000 service award).

20 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
21 assumed in bringing this action against Defendant. Plaintiff put her future employment prospects at risk
22 by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and
23 may become known to prospective employers when evaluating" them for employment. *Guippone v. BH*
24 *S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers
25 routinely screen employee candidates to determine whether they have ever filed a suit against other
26 employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
27 employers to run extensive background searches on potential employees. Companies who provide these
28

1 services specifically highlight the fact that their services allows employers to weed out litigious
2 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
3 prospective employee is likely to sue" the employer, through background checks and other means, to
4 screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become
5 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
6 employers simply cannot afford to hire employees who will put their company at risk."⁶ PreciseHire also
7 offers employment screening and similarly warns: "with today's business climate being extremely
8 competitive and highly litigious, conducting pre employment background checks has become a
9 necessity."⁷

10 16. As a result, Class Counsel respectfully requests approval of the application for award of
11 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
12 expenses in the amount of \$25,000 and approval of the requested service award to the Plaintiff.

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

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed this 2nd day of January, 2025, at San Diego, California.

19 /s/ Norman Blumenthal
20 NORMAN B. BLUMENTHAL

21
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23
24
25 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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

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Admitted: 2011, California

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Admitted: 2010, California

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Admitted: 2018, California; 2004, Nevada

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

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Admitted: 2011, California; 2016 Arizona

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Admitted: 2016, California

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

Scott Blumenthal

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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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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Trevor Moran

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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).);

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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)

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jennifer Wong (“Plaintiff”) and defendant Nurse Logistics, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Jennifer Wong, an individual on behalf of herself, and on behalf of all persons similarly situated v. Nurse Logistics, Inc.*, Case No. 22CV408939, initiated on December 16, 2022, as amended on April 17, 2023, and pending in Superior Court of the State of California, County of Santa Clara.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to engage to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Class” means all individuals who currently work or previously worked as a nurse and an independent contractor in the State of California and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the Class Period.
- 1.5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and total number of Workweeks and PAGA Pay Periods per Class Member.

- 1.8. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, and skip traces.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.11. “Class Period” means the period of time from December 16, 2018 through October 5, 2023.
- 1.12. “Class Representative” means the named Plaintiff in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action and performing work in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Santa Clara.
- 1.15. “Defendant” means Nurse Logistics, Inc.
- 1.16. “Defense Counsel” means Littler Mendelson, P.C.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final and is no longer appealable. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment and the time to file a notice of appeal has passed without any appeal being filed; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no such appeal is filed; or if a timely appeal from the Judgment is filed, the day of resolution (or withdrawal) of any such appeal in a way that does not alter the terms of settlement after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.20. “Gross Settlement Amount” means One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below and except as to the employer’s share of payroll taxes, if any, which shall not be paid from the gross settlement amount. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Plaintiff’s Individual Settlement Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.21. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.22. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.23. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.24. “LWDA” means the California Labor and Workforce Development Agency discussed in Labor Code section 2699.
- 1.25. “LWDA PAGA Payment” means the 75% of the PAGA Penalties, to be paid to the LWDA under Labor Code section 2699, subd. (I).
- 1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Individual Settlement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

- 1.28. “PAGA Members” means all individuals who currently work or previously worked as a nurse and an independent contractor in the State of California and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the PAGA Period.
- 1.29. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period of time from October 27, 2021 through October 5, 2023.
- 1.31. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).
- 1.32. “PAGA Notice” means the Plaintiff’s October 27, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$6,250) and 75% to the LWDA (\$18,750) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiff” means Jennifer Wong, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means as all claims that occurred during the Class Period that were asserted in the Operative Complaint including claims based on the facts in the Operative Complaint or claims that could have been raised in the Operative Complaint based on the facts in the Operative Complaint or class claims that could have been raised in the Operative Complaint based on the facts stated in Plaintiff’s letter/notice to the LWDA. The Released Class Claims include all claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double time compensation, and interest; the calculation of the regular rate of pay; claims for unpaid wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed, short, late, incomplete, or otherwise non-compliant meal period and rest breaks; missed meal period and rest break wages; the calculation of meal period and rest break premiums at the regular rate of pay; meal period waivers; payment for all hours worked, including off-the-clock work; misclassification; improper wage statements; deductions; failure to pay final wages; reimbursement for all necessary business expenses; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, misclassification penalties, minimum wage

penalties, and waiting time penalties; unlawfully collecting or receiving wages; and attorneys' fees and costs based on the before mentioned claims. The Released Class Claims include all claims based on the facts of the Operative Complaint for violations of the California Labor Code (including sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2570.3 et seq., and 2802, and 3357), California Business and Professions Code section 17200, et seq., California Code of Regulations, Title 8, Sections 11040, 11070, and 11090, and California Wage Orders. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

- 1.38. "Released PAGA Claims" means all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action that occurred during the PAGA Period based on the factual allegations asserted in Plaintiff's Operative Complaint, as amended, and/or in Plaintiff's letter/notice to the LWDA, including but not limited to claims relating to alleged violations of California Labor Code sections 200, 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699, 2699.3, 2699.5, 2570.3 et seq., 2802, and 3357, California Business and Professions Code section 17200 et seq., California Code of Regulations, Title 8, Sections 11040, 11070, and 11090, and California Wage Orders. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.
- 1.39. "Released Parties" means: Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates (including but not limited to Nurse Registry, Inc.), as well as each of its past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, any individual or entity that could be jointly liable with Defendant, and any individual or entity that could be potentially or allegedly be considered joint employers, common law employers, co-employers, or dual employers.
- 1.40. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.43. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

Plaintiff’s Class Action

2.1. On December 16, 2022, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara (the “Class Action”). Plaintiff’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*, 1194, and 1198;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

Plaintiff’s PAGA Action

2.2. On January 20, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1) and (2), 1194, 1197, 1197.1, 1198, 2750.3, *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

Stipulation and Amended Complaint

2.3. On April 13, 2023, the Court granted Plaintiff leave to file a First Amended Class and Representative Action Complaint that added the claims and Parties from the PAGA Action into the first-filed Class Action.

- 2.4. On April 17, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint adding an additional cause of action based on PAGA. Thereafter, Plaintiff dismissed her separate PAGA Action without prejudice.
- 2.5. The First Amended Class and Representative Action Complaint in the pending Action, is the (the “Operative Complaint”), which was filed on April 17, 2023.
- 2.6. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action and denies any and all liability for the causes of action alleged in the Action.

Mediation and Settlement

- 2.7. On October 3, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, and except as to the employer’s share of payroll taxes, if any, which shall not be paid from the gross settlement amount, Defendant promises to pay One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) and no more as the Gross Settlement

Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Parties agree that the consideration described herein constitutes adequate consideration for the Settlement and releases described herein.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$14,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member, and any separate Individual Payment to Plaintiff for her release of claims under Cal. Civil Code § 1542). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and for other payments made per the terms of this settlement and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$416,666, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class

Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$14,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$14,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and PAGA Members: PAGA Penalties in the amount of \$25,000 to be paid from the Gross Settlement Amount, with 75% (\$18,750) allocated to the LWDA PAGA Payment and 25% (\$6,250) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties (\$ 6,250) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and PAGA Member Pay Periods. Based on its records, Defendant has estimated that the Class consists of 784 Class Members who collectively worked a total of 21,325 Workweeks, and 510 PAGA Members who worked a total of 11,727 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ten (10) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Individual Settlement Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date," which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the

Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or PAGA Member's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Participating Class Members or PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members or PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member or PAGA Member whose original check was lost or misplaced, requested by the Participating Class Member or PAGA Member prior to the void date.
- 5.4. For any Participating Class Member or PAGA Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties agree to Project HOPE as the Cy Pres Recipient, subject to Court approval. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, PAGA Members and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's General Release of All Claims. In exchange for an additional \$500 paid from the Gross Settlement Amount ("Individual Settlement Payment"), Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising out of or related to Plaintiff's relationship with Released Parties through the Effective Date. ("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, or workers' compensation benefits. 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.

- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

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

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

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

- 7.1. Defendant's Responsibilities. Within 35 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration to verify Defendant's claim of financial hardship that justified the settlement amount and delayed payment, as well as all facts relevant to any actual or potential conflicts of interest with the Administrator and the *Cy Pres* Recipient. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period, and the number of PAGA Members and the number of PAGA pay periods during the PAGA Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a draft proposed Order Granting Final Approval of Settlement; (v) a signed declaration from the Administrator attaching its "not to exceed" bid for

administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (vi) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the proposed *Cy Pres* recipient, and/or the Administrator; (vii) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Action, and this Agreement and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the *Cy Pres* Recipient, if any. In their Declarations, Plaintiff and Class 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.

- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the

delivery of Class Notice and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members or PAGA Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an

objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Participating Class Members who wish to object will need to send those objections to the Administrator only. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). Participating Class Members will not be barred from appearing at the final approval hearing if they have not complied with the objection procedures for mailing objections to the Settlement Administrator.
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website (non-public) to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include providing the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or

requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the qualifying workweeks worked by the Class Members during the Class Period identified in paragraph 4.1 above ultimately increase by more than 10% (i.e., if the workweeks exceed 23,458), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 23,458, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number workdays during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). Should the PAGA Pay Periods identified in paragraph 4.1 above ultimately increase by more than 10% (i.e., if the pay periods exceed 11,727), Defendant, at its option, can either choose to: (1) cut off the end date for the PAGA Period as of the date on which the number of PAGA Pay Periods reaches 12,900, or (2) increase the PAGA payment set forth in the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of PAGA Pay Periods worked by the PAGA Members above the 10% (i.e., if there was 11% increase in the number workdays during the Class Period, Defendant would agree to increase the PAGA payment of the Gross Settlement Amount by 1%).

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

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

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

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

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action 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. It is acknowledged by Defendant that it is participating in this settlement to avoid the expense, inconvenience, and delay of further litigation. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in

response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members or PAGA Members in accordance with Class Counsel’s ethical obligations owed to Class Members and PAGA Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by 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.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. Defendant further agrees that it will not oppose Plaintiff’s motions for preliminary or final approval.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Upon distribution of the entire Gross Settlement Amount, Class/PAGA Counsel shall destroy all confidential materials related to the Action, the litigation, and this Settlement. Within twenty-one (21) calendar days of the distribution of all funds, Class/PAGA Counsel shall sign a declaration confirming the destruction of Defendant's confidential materials, including the nurse identification numbers, time, and pay information related to the Class and PAGA Members.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Gregory Iskander
Shirley Shu
Littler Mendelson, P.C.
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597
Tel.: (925) 932-2468
Fax: (925) 946-9809
E-Mail: giskander@littler.com
sshu@littler.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of the Memorandum of Understanding the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding by all parties until the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.20. Representation As to No Other Known Claims. Class Counsel represents that, as of this time, they do not represent any current or former employee or independent contractor of Defendant and have no current plans to file any new litigation against Defendant.
- 13.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and

have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: <u>Jun 13, 2024</u>	<u><i>Jennifer Wong</i></u> Jennifer Wong (Jun 13, 2024 14:11 PDT) _____ Plaintiff Jennifer Wong
Dated: _____	_____ _____ [name] For Defendant Nurse Logistics, Inc.
Dated: <u>6/13/24</u>	<u><i>Kyle Nordrehaug</i></u> _____ Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik De Blouw LLP Attorney for Plaintiff
Dated: _____	_____ Gregory Iskander Shirley Shu Littler Mendelson, P.C Attorney for Defendant

have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

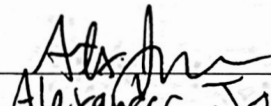
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Jennifer Wong

Dated: 7/1/24



Alexander Johnson [name]
For Defendant Nurse Logistics, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: July 8, 2024



Gregory Iskander
Shirley Shu
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Wong v. Nurse Logistics, Inc., Superior Court of the State of California,
(County of Santa Clara, Case No. 22CV408939)***

***The Superior Court for the State of California authorized this Notice.
READ IT CAREFULLY!***

It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

You may be eligible to receive money from a class action lawsuit (“Action”) against Defendant Nurse Logistics, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Jennifer Wong (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who currently work or previously worked as an independent contractor as a nurse in the State of California and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the Class Period which is December 16, 2018 through October 5, 2023 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who currently work or previously worked as an independent contractor in the State of California as a nurse and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the PAGA Period which is October 27, 2021 through October 5, 2023 (“PAGA Members”).

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

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

The above estimates are based on Defendant’s records showing that **you worked <<_____>> eligible workweeks** during the Class Period and **you worked <<_____>> eligible pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected

whether you act or do not act. You will be deemed to have carefully read and understood this Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
The Response Deadline is	However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are a PAGA Member and exclude yourself, you will

	still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

be Submitted by the Response Deadline (_____)	
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1. Why did I get this Notice?

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

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

All individuals who currently work or previously worked as an independent contractor in the State of California as a nurse and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the Class Period.

The “Class Period” is December 16, 2018 through October 5, 2023.

2. What is this class action lawsuit about?

On December 16, 2022, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara Case No. 22CV408939 (hereinafter “Action”). Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due.

On January 20, 2023, Plaintiff filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara, asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. 22CV410163 (“PAGA Action”).

On April 17, 2023, Plaintiff filed a First Amended Class Action and Representative Action Complaint in the Action which added the claims alleged in the PAGA Action, and thereafter, Plaintiff dismissed the PAGA Action without prejudice. The First Amended Class Action and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, the Action alleges Defendant did not comply with California labor laws pertaining to for the payment of wages; meal periods and rest breaks; waiting time penalties; reimbursement of business expenses; wage statement requirements; and California Business and Professions

Code section 17200 *et seq.* Defendant contends that Defendant is not liable for any of the penalties sought or that could be sought in the Action, and that this Action cannot be maintained as a class or representative action.

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

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Plaintiff's Individual Settlement Payment, the Administration Expenses Payment, LWDA PAGA Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount no later than ten (10) business days after the Effective Date. The Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Plaintiff's Individual Settlement Payment, and the Class Representative Service Payment.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$14,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$416,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Payments to Plaintiff. A Class Representative Service Payment in an amount not more than \$14,500 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. Plaintiff will also receive \$500 as an Individual Settlement Payment. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$25,000 relating to Plaintiff's claim under PAGA, \$18,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$6,250 will be distributed to the PAGA Members as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties (\$6,250) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period (October 27, 2021 through October 5, 2023).

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

Calculation of Payments to Class Members. After all payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the Individual Settlement Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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

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

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to a non-profit charity as the cy pres beneficiary pursuant to California Code of Civil Procedure section 384. The Parties have proposed _____ to be this cy pres beneficiary.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that occurred during the Class Period that were asserted in the Operative Complaint including claims based on the facts in the Operative Complaint or claims that could have been raised in the Operative Complaint based on the facts in the Operative Complaint or class claims that could have been raised in the Operative Complaint based on the facts stated in Plaintiff's letter/notice to the LWDA. The Released Class Claims include all claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime

compensation, double time compensation, and interest; the calculation of the regular rate of pay; claims for unpaid wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed, short, late, incomplete, or otherwise non-compliant meal period and rest breaks; missed meal period and rest break wages; the calculation of meal period and rest break premiums at the regular rate of pay; meal period waivers; payment for all hours worked, including off-the-clock work; misclassification; improper wage statements; deductions; failure to pay final wages; reimbursement for all necessary business expenses; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, misclassification penalties, minimum wage penalties, and waiting time penalties; unlawfully collecting or receiving wages; and attorneys' fees and costs based on the before mentioned claims. The Released Class Claims include all claims based on the facts of the Operative Complaint for violations of the California Labor Code (including sections 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2570.3 *et seq.*, and 2802, and 3357), California Business and Professions Code section 17200, *et seq.*, California Code of Regulations, Title 8, Sections 11040, 11070, and 11090, and California Wage Orders. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all PAGA Members and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action that occurred during the PAGA Period based on the factual allegations asserted in Plaintiff's Operative Complaint, as amended, and/or in Plaintiff's letter/notice to the LWDA, including but not limited to claims relating to alleged violations of California Labor Code sections 200, 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2570.3 *et seq.*, 2802, and 3357, California Business and Professions Code section 17200 *et seq.*, California Code of Regulations, Title 8, Sections 11040, 11070, and 11090, and California Wage Orders. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates (including but not limited to Nurse Registry, Inc.), as well as each of its past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, any

individual or entity that could be jointly liable with Defendant, and any individual or entity that could be potentially or allegedly be considered joint employers, common law employers, co-employers, or dual employers.

5. How much will my payment be?

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (December 16, 2018 through October 5, 2023).

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

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (October 27, 2021 through October 5, 2023). Based on this information, your estimated Individual PAGA Payment is <<_____>>.]

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

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Members who opt out will still be paid their allocation of the PAGA Penalties and will remain

subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Wong v. Nurse Logistics, Inc.* lawsuit. The request to opt-out should state the Class Member's full name. Please include the name and number of the case, which is *Wong v. Nurse Logistics, Inc.*, Case No. 22CV408939. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and for Attorneys' Fees, Litigation Expenses, Individual Settlement Payment, and Service Award stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amounts Plaintiff is requesting as a Class Representative Service Payment and Individual Settlement Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [] or on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.scscourt.org/Portal>) and entering the Case No. 22CV408939.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses, Individual Settlement Payment, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____**[sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Wong v. Nurse Logistics, Inc.*, Case No. 22CV408939, and include your name. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Greg Iskander
Shirley Shu
Littler Mendelson, P.C.
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as individual and service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

Class Members may appear at the final approval hearing in person or remotely using the Microsoft

Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website at []. In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of Santa Clara () and entering the Case No. 22CV408939.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Wong v. Nurse Logistics, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to the Administrator's website at []. You may get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.sccourt.org/Portal>) and entering the Case No. 22CV408939. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a non-profit charity as the cy pres beneficiary. The Parties have proposed _____ to be this cy pres beneficiary to receive the unclaimed funds.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JENNIFER WONG, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

NURSE LOGISTICS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **22CV408939**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

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

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Theordore C. Zayner of the Superior Court of the
2 State of California, in and for the County Santa Clara, on _____[DATE], for the motion by
3 Plaintiff Jennifer Wong (“Plaintiff”) for preliminary approval of the class and PAGA
4 representative settlement with Defendant Nurse Logistics, Inc. (“Defendant”). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and
7 PAGA Representative Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Representative
12 Settlement. This preliminary approval is based on the Court’s determination that the Settlement
13 set forth in the Agreement is within the range of possible final approval, pursuant to the provisions
14 of section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. The Gross Settlement Amount is One Million Two Hundred Fifty Thousand
18 Dollars and Zero Cents (\$1,250,000.00). It appears to the Court on a preliminary basis that the
19 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
20 when balanced against the probable outcome of further litigation and the significant risks relating
21 to certification, liability and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their
23 respective positions. It further appears to the Court that settlement at this time will avoid
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the Action. It further appears that the Agreement has been
26 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
27 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
28

1 probable outcome of further litigation and the significant risks relating to certification, liability,
2 and damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty-Five
5 Thousand Dollars (\$25,000), and a proposed Class Representative Service Payment to the Plaintiff
6 in an amount not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500). The Court will
7 not approve the amount of attorneys' fees and litigation expenses, nor the amount of any service
8 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
9 these requests prior to final approval.

10 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who currently
14 work or previously worked as a nurse and an independent contractor in the State of California and
15 who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the Class
16 Period." The Class Period is December 16, 2018 through October 5, 2023.

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

27 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
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1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

4 8. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
5 of \$25,000, which shall be allocated as follows: \$18,750 to the California Labor and Workforce
6 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
7 paid under this Agreement pursuant to the PAGA and \$6,250 to the PAGA Members. “PAGA
8 Members” are all individuals who currently or previously worked as a nurse and an independent
9 contractor in the State of California and who were paid by Defendant or its affiliate Nurse
10 Registry, Inc. at any time during the PAGA Period. The PAGA Period is from October 27, 2021
11 through October 5, 2023. Pursuant to California Labor Code section 2699, subdivision (l)(2), the
12 LWDA will be provided notice of the Agreement and these settlement terms. The Court finds the
13 PAGA Penalties to be reasonable.

14 9. The Court hereby approves, as to form and content, the Class Notice, attached as
15 Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and accurately
16 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
17 to be excluded from the Class by submitting a written opt-out request, and of each Class
18 Member’s right and opportunity to object to the Settlement. The Court further finds that the
19 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
20 and this Order meets the requirements of due process, is the best notice practicable under the
21 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
22 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
23 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
24 Settlement administrator will promptly search for a more current address for the Class Member
25 and re-mail the Class Notice Packet to the Class Member.

26 10. The Court hereby appoints Apex Class Action Administration as Administrator for
27 the Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendant
28

1 shall provide to the Administrator an electronic spreadsheet with the Class Data. This
2 information will otherwise remain confidential and will not be disclosed to anyone, except as
3 required to applicable taxing authorities, to carry out the procedures in the Agreement, or pursuant
4 to Defendant's express written authorization or by order of the Court. The Administrator will
5 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
6 Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar
7 days after receiving the Class Data spreadsheet, the Administrator will mail the Class Notice
8 Packet to all Class Members via first-class U.S. Mail to their last known address.

9 11. The Court hereby preliminarily approves the proposed procedure for exclusion
10 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
11 from the Class as provided in the Class Notice by following the instructions set forth in the Class
12 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
13 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
14 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
15 Response Deadline for requests for exclusion will be extended an additional fourteen (14) calendar
16 days. Any person who chooses to opt out of and be excluded from the Class will not be entitled to
17 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
18 any right to object, appeal or comment thereon. PAGA Members shall be sent their Individual
19 PAGA Payment and will be subject to the release of the Released PAGA Claims regardless of
20 whether they opt out of the Class. Class Members who have not requested exclusion shall be
21 bound by all determinations of the Court, the Agreement, and the Judgment. A request for
22 exclusion applies only to the individual submitting the request for exclusion, and any attempt to
23 effect an opt-out on behalf of any other individual or individuals (including a group, class, or
24 subclass of individuals) is not permitted and will be deemed invalid.

25 12. Any Class Member who has not opted-out may appear at the Final Approval
26 Hearing and may object or express the Class Member's views regarding the Settlement and may
27 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
28

1 heard and determined by the Court as provided in the Class Notice. Class Members will have
2 until the Response Deadline set forth in the Class Notice to submit their written objections to the
3 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
4 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
5 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
6 objection.

7 13. A Final Approval Hearing shall be held before this Court on _____
8 _____ at 1:30 p.m. in Department 19 at the of the Santa Clara County Superior Court
9 to determine all necessary matters concerning the Settlement, including: whether the proposed
10 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
11 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
12 Order and Judgment should be entered herein; whether the plan of allocation contained in the
13 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
14 finally approve attorneys' fees and costs, the service award, the Individual Settlement Payment,
15 and the expenses of the Administrator. All papers in support of the motion for final approval of
16 the class settlement shall be filed with the Court and served on all counsel no later than sixteen
17 (16) court days before the hearing and shall be heard at the Final Approval Hearing.

18 14. Neither the Settlement nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendant in any way that the
20 claims asserted have any merit or that this Action was properly brought as a class or representative
21 action, and shall not be used as evidence of, or used against Defendant as, an admission or
22 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
23 omission by Defendant or with respect to the truth of any allegation asserted by any person.
24 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
25 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
26 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
27 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
28

1 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
2 liability, fault, wrongdoing, omission, concession or damage.

3 15. In the event the Settlement does not become effective in accordance with the terms
4 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
5 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
6 and the Parties shall revert to their respective positions as of before entering into the Agreement,
7 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
8 including all available defenses and affirmative defenses, and arguments that no claim in the
9 Action could be certified as a class action and/or managed as a representative action. In such an
10 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
11 referred to in litigation or otherwise for any purpose.

12 16. The Court reserves the right to adjourn or continue the date of the Final Approval
13 Hearing and all dates provided for in the Agreement without further notice to Class Members and
14 retains jurisdiction to consider all further applications arising out of or connected with the
15 proposed Settlement.

16 17. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
17 further orders of the Court at the Final Approval Hearing.

18 **IT IS SO ORDERED.**

19
20 Dated: _____

HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JENNIFER WONG, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

NURSE LOGISTICS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 22CV408939

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

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

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Jennifer Wong (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) between Plaintiff and Defendant Nurse
3 Logistics, Inc. (“Defendant”) came on for hearing on _____ before the Honorable
4 Theodore C. Zayner.

5 The motion is GRANTED, as set forth below.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court of the State of California, in and for the County of Santa Clara, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Two Hundred
16 Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) and the terms set forth in the Agreement
17 are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only. The Court also approved the form and method of the Class Notice, appointed Plaintiff as the

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 Class Representative, appointed Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit
2 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class,
3 and appointed Apex Class Action Administration as the Administrator.

4 **Notice to the Class**

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

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

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

c. Counsel for both Parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

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

Class Counsel's Attorneys' Fees and Costs

FINAL APPROVAL ORDER AND JUDGMENT

Class Representative Service and Individual Settlement Payments

12. The Agreement provides for a Class Representative Service Payment of not more than \$14,500 to the Plaintiff, subject to the Court's approval, and an Individual Settlement Payment of \$500. The Court finds that the Class Representative Service Payment in the amount of \$_____ and the Individual Settlement Payment in the amount of \$_____ to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in bringing and prosecuting this matter on behalf of the Class, and for the execution of the release.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment to be made to the Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment and Individual Settlement Payment to the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties as set forth in the Agreement. The Administrator has documented \$ _____ for the Administration Expenses Payment, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The PAGA Penalties amount of \$25,000 is approved and shall be paid out of the Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of which shall be distributed to the PAGA Members as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties (\$ 6,250) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. The PAGA Members are all individuals who currently work or previously worked as a nurse and an independent contractor in the State of California and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the PAGA Period which is October 27, 2021 through October 5, 2023. All PAGA Members will

1 be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
2 Claims as set forth below, whether or not they opt out of the Class Settlement. Pursuant to
3 California Labor Code §2699(1)(2), the LWDA was provided notice of the Agreement and these
4 settlement terms, and has not indicated any objection thereto. The Court finds the PAGA
5 Penalties to be reasonable.

6
7
8 **II.**
9 **ORDERS**

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

9 15. The certification of the Class for the purposes of settlement is confirmed. The Class
10 is defined as follows:

11 All individuals who currently work or previously worked as a nurse and an
12 independent contractor in the State of California and who were paid by Defendant
13 or its affiliate Nurse Registry, Inc. at any time during the Class Period (December
14 16, 2018 through October 5, 2023).

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

17 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
18 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
19 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
20 Agreement, by transmitting the funds to the Administrator no later than 10 business days after the
21 Effective Date.

22 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$_____
23 _____ and Class Counsel Litigation Expenses Payment in the amount of \$_____.
24 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
25 Plaintiff or members of the Class.

26 19. The payment of the Class Representative Service Payment in the amount of \$
27 _____ to the Plaintiff is approved.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 20. The Individual Settlement Payment to Plaintiff in the amount of \$ _____ is
2 approved.

3 21. The payment of \$ _____ to the Administrator as the Administration
4 Expenses Payment is approved.

5 22. The PAGA Penalties of \$25,000 are approved and shall be allocated as set forth in
6 the Agreement.

7 23. Pursuant to California Labor Code §2699(1)(2), Class Counsel shall submit a copy
8 of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

9 24. A Participating Class Member must cash his or her Individual Class Payment check
10 within 180 days after the issuance of the checks. An PAGA Member must cash his or her
11 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
12 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
13 send the affected Participating Class Member and/or PAGA Member a reminder notice informing
14 him or her that unless the check is cashed by the void date, it will expire and become non-
15 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check
16 remains uncashed by the expiration of the 180 day period, the funds from such uncashed checks
17 shall be paid to Project HOPE as the cy pres beneficiary in accordance with California Code of
18 Civil Procedure section 384(b).

19 25. The Agreement and this Settlement are not an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
22 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
24 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
25 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
26 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
27 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

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FINAL APPROVAL ORDER AND JUDGMENT

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or the Released PAGA Claims.

6 26. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

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

18
19 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

20 26. The Court hereby enters final judgment in the entire Action in accordance with the
21 terms of the Settlement, the Preliminary Approval Order, and this Final Approval Order and
22 Judgment.

23 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

25 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
26 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
27 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
28

FINAL APPROVAL ORDER AND JUDGMENT

1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
2 the distribution of settlement benefits.

3 29. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
6 under the Agreement, subject to Court approval.

7 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 31. As of the Effective Date and upon full funding of the Gross Settlement Amount and
10 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
11 Defendant, Plaintiff, all Participating Class Members, on behalf of themselves and their respective
12 former and present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, release Released Parties from the Released Class Claims. The "Released Class Claims"
14 are all claims that occurred during the Class Period that were asserted in the Operative Complaint
15 including claims based on the facts in the Operative Complaint or claims that could have been
16 raised in the Operative Complaint based on the facts in the Operative Complaint or class claims
17 that could have been raised in the Operative Complaint based on the facts stated in Plaintiff's
18 letter/notice to the LWDA. The Released Class Claims include all claims for unpaid wages,
19 including failure to pay minimum wages, straight time compensation, overtime compensation,
20 double time compensation, and interest; the calculation of the regular rate of pay; claims for
21 unpaid wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay;
22 travel time pay; failure to pay wages at least twice each calendar month; missed, short, late,
23 incomplete, or otherwise non-compliant meal period and rest breaks; missed meal period and rest
24 break wages; the calculation of meal period and rest break premiums at the regular rate of pay;
25 meal period waivers; payment for all hours worked, including off-the-clock work;
26 misclassification; improper wage statements; deductions; failure to pay final wages;
27 reimbursement for all necessary business expenses; unfair business practices; penalties, including

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FINAL APPROVAL ORDER AND JUDGMENT

1 recordkeeping penalties, wage statement penalties, misclassification penalties, minimum wage
2 penalties, and waiting time penalties; unlawfully collecting or receiving wages; and attorneys' fees
3 and costs based on the before mentioned claims. The Released Class Claims include all claims
4 based on the facts of the Operative Complaint for violations of the California Labor Code
5 (including sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512,
6 558, 1194, 1194.2, 1197, 1197.1, 1198, 2570.3 et seq., and 2802, and 3357), California Business
7 and Professions Code section 17200, et seq., California Code of Regulations, Title 8, Sections
8 11040, 11070, and 11090, and California Wage Orders. Except as expressly set forth in this
9 Agreement, Participating Class Members do not release any other claims, including claims for
10 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
11 unemployment insurance, disability, social security, workers' compensation, or Class claims based
12 on facts occurring outside the Class Period. The "Released Parties" are Defendant, and any of its
13 past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and
14 affiliates (including but not limited to Nurse Registry, Inc.), as well as each of its past, present,
15 and future officers, directors, employees, partners, members, owners, shareholders, agents,
16 attorneys, insurers, reinsurers, any individual or entity that could be jointly liable with Defendant,
17 and any individual or entity that could be potentially or allegedly be considered joint employers,
18 common law employers, co-employers, or dual employers.

19 32. As of the Effective Date and upon full funding of the Gross Settlement Amount and
20 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
21 Defendant, Plaintiff, all PAGA Members and the LWDA are deemed to release, on behalf of
22 themselves and their respective former and present representatives, spouses, agents, attorneys,
23 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
24 Claims. The "Released PAGA Claims" are all known and unknown claims for civil penalties
25 under PAGA that were alleged, or could have been alleged, in the Action that occurred during the
26 PAGA Period based on the factual allegations asserted in Plaintiff's Operative Complaint, as
27 amended, and/or in Plaintiff's letter/notice to the LWDA, including but not limited to claims
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FINAL APPROVAL ORDER AND JUDGMENT

1 relating to alleged violations of California Labor Code sections 200, 201, 202, 203, 204 et seq.,
2 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et*
3 *seq.*, 2699, 2699.3, 2699.5, 2570.3 *et seq.*, 2802, and 3357, California Business and Professions
4 Code section 17200 et seq., California Code of Regulations, Title 8, Sections 11040, 11070, and
5 11090, and California Wage Orders. The Released PAGA Claims do not include other PAGA
6 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
7 unemployment insurance, disability and worker's compensation, and PAGA claims outside of the
8 PAGA Period.

9 33. Plaintiff and her respective former and present spouses, representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns generally, release and discharge the
11 Released Parties from all claims, transactions, or occurrences arising out of or related to Plaintiff's
12 relationship with Released Parties through the Effective Date ("Plaintiff's Release") as fully set
13 forth in the Agreement.

14 34. For any Class Member or PAGA Member whose Individual Class Payment Check
15 and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the
16 Administrator shall transmit the funds represented by such checks to Project HOPE.

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

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19 Dated: _____

20 _____
21 HON. THEODORE C. ZAYNER
22 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

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

Jennifer Wong
531 Capps Ln #59
Ukiah, CA 95482

CA2728

Nurse Logistics Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	09/01/2022	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	09/05/2022	Review and analyze documents and emails from Plaintiff regarding DFEH and retaliation claims. Analyze facts and law. Legal research recent court opinions and settlements regarding the same.	3.50	\$850.00	\$2,975.00
Service	09/15/2022	Review and analyze independent contractor agreement. Review work tasks. Legal research regarding misclassification as an independent contractor and PAGA penalties. Conference with Plaintiff to discuss and obtain background facts for complaint.	3.80	\$850.00	\$3,230.00
Service	09/24/2022	Review and analyze entire employment file for legal claims. Review 2802 and 226(a) claims. Legal research regarding the same. Call with Plaintiff.	4.00	\$850.00	\$3,400.00
Service	09/25/2022	Draft complaint. Analyze facts and law.	4.50	\$850.00	\$3,825.00
Service	09/27/2022	Draft complaint.	3.10	\$850.00	\$2,635.00
Service	10/22/2022	Draft complaint. Send to Plaintiff for approval to file. Call to discuss process of lawsuit and potential outcomes.	2.00	\$850.00	\$1,700.00

Service	10/23/2022	Draft internal case notes memo detailing facts and violations.	2.00	\$850.00	\$1,700.00
Service	10/24/2022	Review analysis and documents from ND; analyze facts, claims and law; review draft complaint; provide input.	2.00	\$950.00	\$1,900.00
Service	10/27/2022	Review PAGA claims and penalties. Draft PAGA Notice. Upload to LWDA website. Status update to Plaintiff.	2.10	\$850.00	\$1,785.00
Service	12/15/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	12/15/2022	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
Service	12/16/2022	Review, edit & finalize class action complaint draft	2.75	\$675.00	\$1,856.25
Service	12/16/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	12/16/2022	Review & finalize class action complaint package; file in Santa Clara Sup. Ct.	0.70	\$675.00	\$472.50
Service	12/16/2022	Review final complaint; review employment file and case notes; analysis of damages; advise RE	1.00	\$950.00	\$950.00
Service	12/23/2022	Review court-returned documents re class action; review civil lawsuit notice; review docket; memo to firm re judicial/departments assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	12/23/2022	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	12/26/2022	Review complaint and docs in file; update case notes	2.00	\$750.00	\$1,500.00
Service	12/26/2022	Review filed documents; review court notices and memo from RE	0.50	\$950.00	\$475.00
Service	12/28/2022	Further review docs in file; create exhibit book; update case notes	1.60	\$750.00	\$1,200.00
Service	12/28/2022	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	01/11/2023	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
Service	01/11/2023	Review Order from court re complex designation and case management; advise team	0.30	\$750.00	\$225.00
Service	01/11/2023	Reviewed and analyzed court orders in the class and paga cases. Discussed service of process with Team. Updated case file.	0.90	\$675.00	\$607.50
Service	01/11/2023	Review PAGA Notice. Review and revise PAGA only complaint. Status update to Plaintiff. Discuss with R. Ehmann.	1.90	\$850.00	\$1,615.00
Service	01/13/2023	Draft summons and civil case cover sheet re paga	0.50	\$675.00	\$337.50

		action			
Service	01/15/2023	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re class action	0.75	\$675.00	\$506.25
Service	01/20/2023	Edit PAGA only complaint; review & finalize for filing	0.80	\$675.00	\$540.00
Service	01/20/2023	Review & finalize PAGA only complaint package; file in Santa Clara Sup. Ct.	0.70	\$675.00	\$472.50
Service	01/21/2023	Review filed PAGA complaint; review court notices and memo from RE	0.50	\$950.00	\$475.00
Service	01/23/2023	Review court returned documents; review Civil Lawsuit Notice; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.75	\$675.00	\$506.25
Service	01/23/2023	Provide notice to LWDA; upload PAGA complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	01/24/2023	Reveiwed and analyzed case docket, register of actions, orders, and calendar for upcoming filing deadline. Advised team.	0.70	\$675.00	\$472.50
Service	01/30/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/01/2023	Reviewed case notes, orders and correspondence to prepare for upcoming deadlines.	0.30	\$675.00	\$202.50
Service	02/02/2023	Legal research regarding 228.6 claims and penalties. Review PAGA website and Pacer for related litigation overlap. Status update to Plaintiff.	2.70	\$850.00	\$2,295.00
Service	02/05/2023	Prepare initial documents for service of process re paga action; send out for service via Knox	0.75	\$675.00	\$506.25
Service	02/10/2023	File Proof of Service of Summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/17/2023	Review file; review and respond to correspondence from defense counsel re representation and introductory call	0.50	\$750.00	\$375.00
Service	02/20/2023	Reveiwed and analyzed case file, documents, case notes, and pleadings. Discussed litigation strategy and discovery with team.	0.50	\$675.00	\$337.50
Service	03/14/2023	Reveiwed, revised and finalized Discovery including PMK notice, Form interrogatories, special interrogatories, requests for admission, requests for production, pmk deposition notice, and belaire west draft.	3.50	\$675.00	\$2,362.50
Service	03/21/2023	Review file; draft/revise stip to stay pending	0.60	\$750.00	\$450.00

		mediation			
Service	03/21/2023	Review status and file; review draft stip; analysis of strategy and staff notes	0.50	\$950.00	\$475.00
Service	03/23/2023	Review and respond to correspondence from defense counsel re stip to consolidated and stay	0.30	\$750.00	\$225.00
Service	03/29/2023	Reveiwed and analyzed correspondence re Amended Complaint. Discussed with team.	0.90	\$675.00	\$607.50
Service	03/30/2023	Reveiwed and analyzed case notes, wage and time data, policy documents, pleadings and correspondence. Drafted Mediation Data Request and sent to AJB for approval.	1.70	\$675.00	\$1,147.50
Service	03/30/2023	Review status and analyze issues regarding mediation, data and amended complaint; provide input	0.40	\$950.00	\$380.00
Service	03/31/2023	Review/revise mediation data request letter; advise SP	0.40	\$750.00	\$300.00
Service	03/31/2023	Review and revise draft stipulation to mediate and stay; circulate to Defendant for review	0.50	\$750.00	\$375.00
Service	04/03/2023	Revised, finalized and served Mediation Data Request.	0.40	\$675.00	\$270.00
Service	04/09/2023	Review and further revise Defendant's revised stip re mediation	0.50	\$750.00	\$375.00
Service	04/12/2023	Review additional revisions from Defendant on stip; finalize and circulate for execution	0.30	\$750.00	\$225.00
Service	04/17/2023	Review Stipulation. Draft First Amended Class and Representative Complaint.	1.70	\$675.00	\$1,147.50
Service	04/17/2023	Review/revise draft first amended complaint; advise SP and HD	0.60	\$750.00	\$450.00
Service	04/17/2023	Review final stip; review amended complaint draft; provide input to staff	0.50	\$950.00	\$475.00
Service	04/25/2023	Reviewed revised and finalized request for dismissal of PAGA claims. Arranged for service and filing.	0.70	\$675.00	\$472.50
Service	04/26/2023	Reveiwed and analyzed case docket, register of actions, orders and calendar to prepare for upcoming deadline and appearance.	0.30	\$675.00	\$202.50
Service	05/04/2023	Reveiwed and analyzed case docket, register of actions, orders and calendar to prepare for upcoming deadline and appearance.	0.30	\$675.00	\$202.50
Service	05/09/2023	Review and Analyze: Reviewed and analyzed file and pertinent documents in order to draft case management statement.	0.80	\$450.00	\$360.00

Service	05/10/2023	Reveiwed and analyzed case docket, register of actions, orders and calendar to prepare for upcoming deadline and appearance.	0.30	\$675.00	\$202.50
Service	08/03/2023	Review mediation data request letter; attend meet and confer call with defense counsel re same; advise team	0.70	\$750.00	\$525.00
Service	08/17/2023	Prepare for and attend f/u call with defense counsel re mediation data production	0.40	\$750.00	\$300.00
Service	08/17/2023	Prepared for and met and conferred with Counsel re: Mediation Data. Reviewed case notes, documents and complaint. Discussed with JSH and AJB. Updated file.	1.30	\$675.00	\$877.50
Service	09/01/2023	Review/analyze/save in file facts / info re plaintiff's individual claim / settlement needs.	2.00	\$895.00	\$1,790.00
Service	09/03/2023	Review discovery to date. Review and analyze court docket and case file in preparation for mediation. Review all data produced by Defendant for mediation purposes. Conference with Plaintiff to discuss status and obtain settlement authority. Legal research regarding misclassification claims.	5.10	\$850.00	\$4,335.00
Service	09/05/2023	Review case file, complaint, case nots, documents and correspondence. Drafted, reviewed and finalized Plaintiff's Mediation Data Response. Began review and analysis of Defendant's production of Mediation documents.	4.50	\$675.00	\$3,037.50
Service	09/06/2023	Review/analyze additional mediation document/data production; update file, case notes, and exhibit book	2.50	\$750.00	\$1,875.00
Service	09/09/2023	Review previous settlements with similar claims and workweeks for mediation valuation. Review case demographics and draft MOU for mediation.	3.40	\$850.00	\$2,890.00
Service	09/09/2023	Review analysis from ND; review Exhibit book and data/document production; analysis of claims and facts	1.00	\$950.00	\$950.00
Service	09/22/2023	Review and analyze correspondence and documents from Counsel. Update Mediation Chart. Categorize Documents. Add documents to Exhibit Book.	4.70	\$675.00	\$3,172.50
Service	09/22/2023	Review updated mediation data from defendant; update file and notes; discuss with team	1.00	\$750.00	\$750.00
Service	09/22/2023	Review/analyze 30 day mediation prep chart. Draft mediation brief.	3.00	\$895.00	\$2,685.00
Service	09/22/2023	Speak with client in advance of mediation, analyze individual claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	09/25/2023	Review facts and law. Draft mediation brief. Discuss	4.80	\$850.00	\$4,080.00

with AJ Bhowmik.					
Service	09/26/2023	Draft/file mediation brief.	5.00	\$895.00	\$4,475.00
Service	09/27/2023	Review/analyze/file exposure chart w/ mediator.	2.00	\$895.00	\$1,790.00
Service	10/02/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	10/02/2023	Review all mediation materials including briefs and exhibits thereto in preparation for mediation. Analyze expert damage and penalty report and notes and assumptions. Status update to Plaintiff.	2.90	\$850.00	\$2,465.00
Service	10/02/2023	Review mediation materials and mediation brief; review expert valuation; provide input to AJ re: claims and strategy	1.00	\$950.00	\$950.00
Service	10/03/2023	Review settlement issues, analyze claims. Advise AJ.	3.00	\$995.00	\$2,985.00
Service	10/03/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	10/03/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	10/04/2023	Discuss issues with partners; review emails; analysis of settlement proposal.	0.60	\$950.00	\$570.00
Service	10/04/2023	Discuss outcome of mediation with AJB and funding date due to Defendant's claimed financial duress; discuss with ND and advise team	1.00	\$750.00	\$750.00
Service	10/06/2023	Review/analyze revised MOU	0.40	\$750.00	\$300.00
Service	10/20/2023	Review Defendant's further revisions to MOU	0.30	\$750.00	\$225.00
Service	10/20/2023	Review status of finalizing MOU. Prep for and have call w/ defense attorney's secretary. Review Defendant's redlines to MOU. Draft/send responsive redline w/ corr. re MOU. Analyze adherence to Court rules/deadlines.	4.00	\$895.00	\$3,580.00
Service	10/20/2023	Review MOU and revisions to MOU; review response from AJ and provide input on MOU issues	0.50	\$950.00	\$475.00
Service	11/02/2023	Review Civil Complex rules and current case orders. Prepare shell for Joint Case Management Statement. Forward to Attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
Service	11/02/2023	Review file and status of matter; draft/revise joint report; circulate to defense counsel for review	0.50	\$750.00	\$375.00
Service	11/02/2023	Review and Revise: Reviewed and revised Joint CMC Statement in advance of upcoming CMC; Email to OPC re joint CMC statement.	0.60	\$450.00	\$270.00
Service	11/03/2023	Reviewed and analyzed Defendant's revisions to	1.10	\$450.00	\$495.00

		Joint CMC Statement; Email to and from OPC re joint CMC statement; Revised Joint CMC statement, finalized for filing; advised HD re service and filing of CMC statement.			
Service	11/03/2023	Review and further revise joint report; circulate to defendant	0.40	\$750.00	\$300.00
Service	11/03/2023	Execute and finalize Proof of Service. Process and submit Joint Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	11/06/2023	Reviewed Court's notice of rescheduled case management conference; reviewed and analyzed Court's notice of guidelines for motions relating to preliminary and final approval.	0.50	\$450.00	\$225.00
Service	11/07/2023	Review and research court case docket to confirm 11/8/2023 Class CMC Hearing continued to 4/17/2024. Email correspondence to appearing attorney Herman nd advise.	0.20	\$250.00	\$50.00
Service	11/09/2023	Review final signed MOU; send to Defendant for signatures	0.30	\$750.00	\$225.00
Service	11/09/2023	Reviewed and analyzed MOU. Discussed with team.	0.40	\$675.00	\$270.00
Service	11/09/2023	Review mediation notes and results. Review and analyze MOU terms. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss terms and settlement amounts.	1.30	\$850.00	\$1,105.00
Service	11/09/2023	Review final MOU and analyzes issues for settlement and approval; memo to staff	0.50	\$950.00	\$475.00
Service	11/17/2023	Review MOU and procedural posture; draft longform agreement; discuss with KN; request admin bids from proposed settlement administrators	3.00	\$750.00	\$2,250.00
Service	11/17/2023	Review/analyze/respond to questions re long form. Review/analyze long form for consistency w/ MOU. Analyze other progress of finalizing settlement / adhering to Court rules/deadlines.	2.50	\$895.00	\$2,237.50
Service	11/17/2023	Review draft long form agreement; discuss issues with JH	1.00	\$950.00	\$950.00
Service	11/20/2023	Review/compare settlement admin bids	0.40	\$750.00	\$300.00
Service	11/20/2023	Further review/revise draft longform; send to defense counsel for review	0.50	\$750.00	\$375.00
Service	12/05/2023	Review file; additional f/u corresp. with defense counsel re longform.	0.20	\$750.00	\$150.00
Service	12/06/2023	Call from defense counsel re longform; advise team	0.30	\$750.00	\$225.00
Service	12/18/2023	Review emails and status; advise JH	0.50	\$950.00	\$475.00

Service	12/19/2023	Review/analyze defendant's changes to long form.	2.00	\$895.00	\$1,790.00
Service	12/19/2023	Review question from team re changes by def to settlement agreement / review SA and MOU and mediation notes / advise team.	2.50	\$895.00	\$2,237.50
Service	01/04/2024	Review Defendant's revisions to agreement; review notes from JH; go through each issue and outline response for JH; memo to staff; review Admin bids and advise	2.50	\$950.00	\$2,375.00
Service	01/04/2024	Review issues raised by partners re MOU. Review notes. Analyze and respond. Analyze def's other changes to SA.	2.00	\$895.00	\$1,790.00
Service	01/05/2024	Further discuss longform with KN and revise accordingly; circulate to OPC	1.00	\$750.00	\$750.00
Service	01/05/2024	Review revisions to Agreement from JH; double check against notes; review Admin estimates; advise JH	1.00	\$950.00	\$950.00
Service	01/10/2024	Reviewed case file. Discussed case status with team.	0.30	\$675.00	\$202.50
Service	01/15/2024	Review file and status of longform; f/u correspondence with defense counsel re same	0.40	\$750.00	\$300.00
Service	01/22/2024	Review revised agreement back from Defendant; analysis of issues raised by JH; advise JH as to process	1.00	\$950.00	\$950.00
Service	01/22/2024	Review Defendant's further comments longform; discuss with KN	0.50	\$750.00	\$375.00
Service	01/22/2024	Review/analyze Defendant's comments to the long form settlement agreement.	2.00	\$895.00	\$1,790.00
Service	01/24/2024	F/u correspondence with defense counsel re issue with longform	0.40	\$750.00	\$300.00
Service	01/26/2024	F/u correspondence with defense counsel re longform	0.20	\$750.00	\$150.00
Service	01/31/2024	Review status of settlement agreements; f/u with defense counsel	0.30	\$750.00	\$225.00
Service	02/02/2024	Additional meet and confer efforts with defense counsel re defined terms in longform agreement	0.30	\$750.00	\$225.00
Service	02/07/2024	Review docs, analyze re approval issues.	2.00	\$995.00	\$1,990.00
Service	02/26/2024	Review file; f/u with defense counsel re longform	0.20	\$750.00	\$150.00
Service	02/29/2024	Review corresp. from defense counsel with additional revisions to longform; cross reference MOU; discuss with KN; further revise as necessary	0.70	\$750.00	\$525.00

Service	02/29/2024	Review status of settlement and agreement; analysis of next steps; discuss with JH	0.75	\$950.00	\$712.50
Service	03/01/2024	Additional corresp. with defense counsel re longform	0.40	\$750.00	\$300.00
Service	03/06/2024	Review court rules regarding Law and Motion hearings. Prepare and send email to complex litigation clerk to request hearing for Motion for Preliminary Approval.	0.20	\$250.00	\$50.00
Service	03/07/2024	Reviewed Court's Notice of Rescheduled CMC.	0.20	\$450.00	\$90.00
Service	03/12/2024	Additional corresp. with defense counsel re longform	0.40	\$750.00	\$300.00
Service	03/13/2024	Email correspondence to civil complex clerk Rowena to reserve hearing date for Motion for Preliminary Approval.	0.20	\$250.00	\$50.00
Service	03/25/2024	Review status on longform; f/u with defense counsel re class composition data for section 4.1	0.30	\$750.00	\$225.00
Service	03/26/2024	F/u corresp. with defense counsel re exhibits to longform; discuss with KN	0.40	\$750.00	\$300.00
Service	03/28/2024	Review current draft of agreement; memos to JH; review court guidelines; prepare for next steps	1.50	\$950.00	\$1,425.00
Service	03/28/2024	Draft Exhibits; review prior examples and rulings regarding class notice format; email Defendant.	4.80	\$950.00	\$4,560.00
Service	03/29/2024	Discuss with KN; further revise longform to account for cy pres recipient and additional minor revisions	0.50	\$750.00	\$375.00
Service	04/08/2024	Review file and docket; f/u with defense counsel re agreement	0.40	\$750.00	\$300.00
Service	04/30/2024	Review/analyze Defendant's further revisions; discuss with KN; circulate further revisions to Defendant	1.40	\$750.00	\$1,050.00
Service	04/30/2024	Review/analyze defendant's edits to longform agreement.	2.00	\$895.00	\$1,790.00
Service	04/30/2024	Review Defendant's revisions to agreements; review memo from JH; respond to issues	1.50	\$950.00	\$1,425.00
Service	05/02/2024	Correspondence from defense counsel re recent revisions to longform; discuss with KN; correspondence with admin. re requests by Defendant	0.50	\$750.00	\$375.00
Service	05/02/2024	Review email from Defendant; analysis of final issues; review Admin issue and response from Apex; email to Defendant addressing final issues	1.00	\$950.00	\$950.00
Service	05/06/2024	Additional corresp. w defense counsel re Cy Pres recipient and declaration needed to finalize agreement	0.40	\$750.00	\$300.00

Service	05/14/2024	Review Defendant's proposed revisions for Cy Pres beneficiary and declaration submission deadline; discuss with KN and revise accordingly	0.50	\$750.00	\$375.00
Service	05/14/2024	Review Def revisions to Agreement; advise JH; review and revised Exhibit B for final	1.00	\$950.00	\$950.00
Service	05/17/2024	review long form, analyze for compliance and approval	2.75	\$995.00	\$2,736.25
Service	05/20/2024	F/u with defense counsel re longform; advise team	0.20	\$750.00	\$150.00
Service	05/20/2024	Final long form out for signature.	3.00	\$995.00	\$2,985.00
Service	05/21/2024	Review/analyze proposed revisions to longform exhibits	0.30	\$750.00	\$225.00
Service	05/21/2024	REVIEW/analyze def's edits to Exhibit C	1.00	\$895.00	\$895.00
Service	05/28/2024	Finalize longform agreement; circulate for execution	0.40	\$750.00	\$300.00
Service	05/28/2024	Review settlement agreement for conformity with MOU terms. Send agreement to Plaintiff for signature. Call to discuss process of settlement approval and terms.	1.30	\$850.00	\$1,105.00
Service	05/28/2024	Review final agreement to ensure compliance and accuracy.	0.50	\$950.00	\$475.00
Service	06/17/2024	Review status; email Def regarding exhibits; sign document and email Def signed Agreement	0.50	\$950.00	\$475.00
Service	06/17/2024	Additional revisions and discussion re draft longform exhibits	0.40	\$750.00	\$300.00
Service	06/17/2024	Review and revise exhibits; analysis of Defendant's revisions and double check with Agreement; finalize exhibits and respond to Defendant	1.30	\$950.00	\$1,235.00
Service	06/25/2024	Review file; f/u corresp. with defense counsel re status of longform agreement	0.30	\$750.00	\$225.00
Service	07/08/2024	Review final fully executed agreement; circulate to KN and discuss re exhibits and preliminary approval	0.40	\$750.00	\$300.00
Service	07/09/2024	Reviewed and analyzed fully executed Longform agreement. Discussed with team.	0.50	\$675.00	\$337.50
Service	07/10/2024	Prepare final exhibits and executed agreement with exhibits; memo to staff; review information and Kullar analysis for the motion	1.00	\$950.00	\$950.00
Service	07/10/2024	Review file; circulate fully executed agreement; f/u with defense counsel re declaration per 7.1 of the agreement	0.30	\$750.00	\$225.00
Service	07/12/2024	Work on approval issues; review status of Def decl and email Def; memo to staff regarding motion; draft	2.00	\$950.00	\$1,900.00

		notice of motion; update proposed order; memo to Admin.			
Service	07/12/2024	draft memorandum ISO motion for preliminary app; research prior rulings from this Court; work on valuation issues; prepare draft motion and circulate to the Defendant; review Admin declaration.	3.50	\$950.00	\$3,325.00
Service	07/12/2024	Review draft Admin decl ISO preliminary approval	0.30	\$750.00	\$225.00
Service	07/12/2024	Review/analyze draft of the motion for preliminary approval.	2.00	\$895.00	\$1,790.00
Service	07/15/2024	Review file; draft declaration of Plaintiff Jennifer Wong re preliminary approval of class settlement/ service award request; email to client re draft declaration.	2.50	\$450.00	\$1,125.00
Service	07/16/2024	Email to client re Declaration ISO motion for preliminary approval; Telephone call to client.	0.30	\$450.00	\$135.00
Service	07/23/2024	Email to client re declaration ISO preliminary approval.	0.20	\$450.00	\$90.00
Service	07/24/2024	Telephone call to client re declaration ISO preliminary approval.	0.20	\$450.00	\$90.00
Service	07/24/2024	Review file; follow up with defense counsel re declaration to verify workweeks per section 7.1 of agreement	0.30	\$750.00	\$225.00
Service	07/25/2024	Email to client re declaration ISO preliminary approval.	0.30	\$450.00	\$135.00
Service	07/25/2024	Draft declaration ISO motion; email staff and email Def; revie status and next steps.	1.50	\$950.00	\$1,425.00
Service	07/26/2024	Reviewed signed declaration from client; email to client re declaration; email to KN re completion of declaration ISO preliminary approval motion.	0.40	\$450.00	\$180.00
Service	07/26/2024	Review/analyze Defendant's revisions to MPA	0.50	\$750.00	\$375.00
Service	07/26/2024	Draft declaration ISO motion; prepare exhibits; update figures	3.50	\$950.00	\$3,325.00
Service	07/26/2024	Review and revise motion per Def comments; update approval outline; revise motion for final; finalize proposed order; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Service	08/07/2024	Review file and agreement; f/u with defense counsel re status of decl. per agreement section 7.1	0.40	\$750.00	\$300.00
Service	08/07/2024	Reveiwed and analyzed case docket, register of actions, orders and calendar to prepare for upcoming deadline and appearance.	0.30	\$675.00	\$202.50

Service	08/14/2024	Reveiwed and analyzed case docket, register of actions, orders and calendar to prepare for upcoming deadline and appearance.	0.30	\$675.00	\$202.50
Service	08/20/2024	Reviewed Court's tentative ruling re motion for preliminary approval.	0.20	\$450.00	\$90.00
Service	08/20/2024	Analysis of tentative; emails with Defense counsel	0.50	\$950.00	\$475.00
Service	08/20/2024	Review/analyze Tentative Ruling on MPA; circulate	0.30	\$750.00	\$225.00
Service	08/22/2024	Review ruling; revise proposed order; email Def.	1.00	\$950.00	\$950.00
Service	08/26/2024	Work on revised proposed order; prepare for filing; file and serve document	1.00	\$950.00	\$950.00
Service	09/03/2024	Review status; check docket; download and review signed order; memo to Admin with documents; email Def	0.50	\$950.00	\$475.00
Service	09/03/2024	Reviewed Court's preliminary approval order.	0.20	\$450.00	\$90.00
Service	09/22/2024	Review/analyze the draft class notice and initial calculations.	2.00	\$895.00	\$1,790.00
Service	09/23/2024	Email from TPA re class notice; reviewed draft class notice.	0.30	\$450.00	\$135.00
Service	09/27/2024	Review/analyze updated class notice and administrative timeline; advise team	0.30	\$750.00	\$225.00
Service	09/27/2024	Review Administrator email; review revised class notice; review revised timeline and cross-check figures and spreadsheet; respond to Admin	0.50	\$950.00	\$475.00
Service	09/27/2024	Reviewed and analyzed tentative ruling and discussed with team.	0.40	\$675.00	\$270.00
Service	11/27/2024	Reveiwed and analyzed 3rd Party claim report.	0.40	\$675.00	\$270.00
Service	11/28/2024	Review Admin email and report	0.20	\$950.00	\$190.00
Service	12/02/2024	Reviewed TPA settlement report.	0.20	\$450.00	\$90.00
Service	12/05/2024	Review Admin email and report	0.20	\$950.00	\$190.00
Service	12/14/2024	Review Admin email and report	0.20	\$950.00	\$190.00
Service	12/16/2024	Review/analyze settlement admin reports re opt-outs and preliminary approval order; assess mediation notes and valuation for Kullar analysis and attorney time/costs for loadstar analysis; draft MFA/Fee notice of motion and memorandum; circulate to KN and discuss	4.00	\$750.00	\$3,000.00
Service	12/26/2024	Review calculations; review draft Admin decl; review and revise Admin decl; send redlines to Admin; review prior documents and prelim order.	1.00	\$950.00	\$950.00

Service	12/27/2024	Review and revise motion; update approval chart; email to Defendant; memo to staff; update proposed order; review prior acceptable language and update proposed order.	3.00	\$950.00	\$2,850.00
Service	12/27/2024	Review KN revisions to MFA/Fee motion memorandum; draft supporting declaration; advise HD re tables; discuss with KN	2.50	\$750.00	\$1,875.00
Service	12/31/2024	Reviewed TPA updated declaration.	0.20	\$450.00	\$90.00
Service	01/02/2025	Review/analyze Defendant's proposed revisions to MFA/Fee motion	0.50	\$750.00	\$375.00
Service	01/02/2025	Review billing for accuracy; double check costs; prepare final exhibits for motion.	0.60	\$950.00	\$570.00
Service	01/02/2025	Review and revise declaration ISO motion.	1.50	\$950.00	\$1,425.00
Service	01/02/2025	Review and revise motion per Def comments; revise motion for final; file and serve motion; serve LWDA; memo to staff	2.75	\$950.00	\$2,612.50
Services Subtotal				\$218,321.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/27/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/23/2022	Onelegal/Court Fee	1.00	\$1,496.17	\$1,496.17
Expense	01/23/2023	Onelegal/court fees	1.00	\$1,496.64	\$1,496.64
Expense	01/31/2023	Knox	1.00	\$125.15	\$125.15
Expense	01/31/2023	Onelegal/court fees	1.00	\$41.44	\$41.44
Expense	02/10/2023	Onelegal/court fees	1.00	\$19.22	\$19.22
Expense	02/16/2023	Onelegal/Court Fees	1.00	\$41.44	\$41.44
Expense	02/17/2023	Onelegal/Court Fees	1.00	\$19.22	\$19.22
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$118.75	\$118.75
Expense	03/16/2023	Mediation Fees - Ortman.	1.00	\$13,000.00	\$13,000.00
Expense	04/03/2023	Lexis Nexis	1.00	\$285.00	\$285.00
Expense	04/13/2023	One Legal Invoice No. 04906985	1.00	\$39.89	\$39.89
Expense	04/17/2023	One Legal Invoice No. 04916035 (Class)	1.00	\$19.22	\$19.22
Expense	04/25/2023	court filing via One Legal	1.00	\$19.22	\$19.22

Expense	05/01/2023	Lexis Nexis.	1.00	\$463.00	\$463.00
Expense	06/02/2023	Lexisnexis	1.00	\$484.00	\$484.00
Expense	07/03/2023	Lexis Nexis	1.00	\$473.00	\$473.00
Expense	08/02/2023	LexisNexis	1.00	\$440.00	\$440.00
Expense	09/01/2023	Lexis Nexis	1.00	\$506.00	\$506.00
Expense	10/02/2023	LexisNexis	1.00	\$1,328.00	\$1,328.00
Expense	10/11/2023	Berger Consulting Fee	1.00	\$3,240.00	\$3,240.00
Expense	11/03/2023	One Legal Invoice No. 05468143	1.00	\$19.22	\$19.22
Expense	02/05/2024	LexisNexis	1.00	\$484.00	\$484.00
Expense	07/01/2024	LexisNexis	1.00	\$440.00	\$440.00
Expense	07/29/2024	One legal filing charge	1.00	\$86.22	\$86.22
Expense	08/01/2024	LexisNexis	1.00	\$484.00	\$484.00
Expense	08/26/2024	One legal filing charge	1.00	\$24.37	\$24.37
Expense	01/02/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$25,328.17	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	44.0	\$895.00	\$39,380.00
Norm Blumenthal	10.75	\$995.00	\$10,696.25
Scott Blumenthal	18.6	\$450.00	\$8,370.00
Nicholas De Blouw	52.3	\$850.00	\$44,455.00
Ricardo Ehmann	17.6	\$675.00	\$11,880.00
Jeffrey Herman	40.1	\$750.00	\$30,075.00
Trevor Moran	8.2	\$450.00	\$3,690.00
Kyle Nordrehaug	55.05	\$950.00	\$52,297.50
Sergio Puche	25.3	\$675.00	\$17,077.50
Heather Drosi	1.6	\$250.00	\$400.00
Subtotal			\$243,649.42
Total			\$243,649.42

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/01/2025	\$243,649.42	\$0.00	\$243,649.42
Outstanding Balance				\$243,649.42
Total Amount Outstanding				\$243,649.42

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #5

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11 Attorneys for Plaintiff

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SANTA CLARA

14 JENNIFER WONG, an individual, on behalf
15 of herself, and on behalf of all persons
16 similarly situated,

17 Plaintiff,

18 v.

19 NURSE LOGISTICS, INC., a California
20 Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.

CASE NO.: **22CV408939**

**DECLARATION OF JENNIFER WONG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: August 21, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

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

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DECLARATION OF JENNIFER WONG

1 I, Jennifer Wong, declare as follows:

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

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

7 3. I worked for the defendant Nurse Logistics, Inc. ("Nurse Logistics") in California from
8 April of 2020 to June of 2022 and during that time period I was classified by Nurse Logistics as an
9 independent contractor.

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

17 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I
18 felt that my legal rights as an employee and others like me were violated. For example, I was
19 misclassified by my employer as an independent contractor, and was therefore not paid any
20 overtime hours. I also never received compliant meal and rest breaks, and was never paid any
21 meal and rest break penalty payments I was entitled to. Further, I was not reimbursed for the use
22 of my personal cell phone and personal vehicle which were essential tools necessary to perform
23 my job duties.

24 6. I spoke to my attorneys several times and discussed how Nurse Logistics implemented its
25 company policies and procedures. I also assisted my attorneys in their investigation into my
26 claims by providing them documents and answering their questions. I reviewed the complaint
27 before it was filed and was given access to an electronic file sharing program that alerted me via
28

DECLARATION OF JENNIFER WONG

1 email when important documents were filed so that I could review them and keep up with the
2 developments in the case which I understood was one of my duties as a class representative. I
3 could also access court filings from this case on my attorney's law firm website. Also, I was
4 informed that Nurse Logistics had the right to take my deposition, and that the preparation and
5 deposition itself could take multiple days. Although my deposition was not taken, I feel I would
6 have been adequately prepared and comfortable to give testimony on my experiences.

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

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

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

26 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
27 to date on important developments by reviewing court filings that were made available to me
28

DECLARATION OF JENNIFER WONG

1 electronically as I described above.

2 11. A mediation took place on October 3, 2023, with Tripper Ortman, a well-respected and
3 experienced mediator of wage and hour class actions. After the mediation the parties were able to
4 come to an agreement to settle the action based on a mediator's proposal. I communicated with
5 my attorneys regarding the terms of the settlement which was reached between the parties and
6 understood that I was representing absent class members and therefore wanted the best possible
7 result to be obtained for the class members and I believe a very positive result was in fact achieved
8 via settlement. I reviewed and signed the Memorandum of Understanding on November 9, 2023.
9 When the final settlement agreement was ready, I reviewed it closely and signed it on June 13,
10 2024.

11 12. I have been actively involved with this lawsuit performing the duties described above.
12 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
13 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
14 settlement process. I estimate that I spent approximately 30-40 hours working on this case up
15 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
16 and a proposed class representative to date, and will continue to do so. I have and always will
17 maintain the best interest of the class members.

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

22 14. I believe I did the right thing by filing this case on behalf of the class members who,
23 subject to court approval, are in line to receive monetary payments as a result of this case and
24 settlement. This is money they may never have ever gotten if I did not pursue this action on their
25 behalf. I feel significant personal satisfaction to know that I played a role in the class members
26 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
27 requested class representative service award of \$14,500 from the settlement is fair compensation
28

DECLARATION OF JENNIFER WONG

1 for the work I performed and the risks I undertook.

2 15. As part of the settlement, it was necessary for me to sign a general release of claims I
3 may have against Nurse Logistics. I believe the class representative service award I have requested
4 provides me with some compensation for this agreed release.

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

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

12
13 Executed on Jul 26, 2024, at Kelseyville, CA.
14 (city, state)

15 *Jennifer Wong*
Jennifer Wong (Jul 26, 2024 01:10 PDT)

16 Jennifer Wong
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DECLARATION OF JENNIFER WONG