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

13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 RACHEL MACDONALD, an individual, on  
15 behalf of herself and on behalf of all persons  
16 similarly situated,

17 Plaintiffs,

18 vs.

19 BEST FRIENDS ANIMAL SOCIETY, a Utah  
20 Corporation; and DOES 1 through 50,  
21 inclusive,

22 Defendants.

CASE NO.: **22CV37493**

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

Hearing Date: April 22, 2025

Hearing Time: 10:00 a.m.

[Hearing scheduled by Order dated September  
17, 2024]

Judge: Hon. Kenneth R. Freeman

Dept.: SS-14

Action Filed: November 30, 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 Blouw  
3 LLP, counsel of record for Plaintiff Rachel MacDonald (“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 Best Friends

1 Animal Society (“Defendant”) reached a full and final settlement of the above-captioned action, which  
2 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the  
3 Gross Settlement Amount is Four Hundred Seventy Thousand Dollars (\$470,000) to be paid by  
4 Defendant. (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, The Gross Settlement Amount will  
5 settle all issues pending in the Action between the Parties and will be made in full and final settlement  
6 of the released claims. The Gross Settlement Amount includes all payments of Individual Class Payments  
7 to the Participating Class Members, the Administration Expenses Payment to the Administrator, the Class  
8 Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, the Class  
9 Representative Service Payment to Plaintiff, and the PAGA Penalties payment to the California Labor  
10 and Workforce Development Agency (the “LWDA”) and the Aggrieved Employees. (Agreement at  
11 ¶ 1.22.)

12 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.  
13 (Agreement at ¶ 1.22.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.  
14 (Agreement at ¶ 3.1.)

15 (c) Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross Settlement  
16 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to  
17 Participating Class Members along with the other Court-approved distributions shall be made by the  
18 Administrator within fourteen (14) days after Defendant fully funds the Gross Settlement Amount.  
19 (Agreement at ¶ 5.1.)

20 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved  
21 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service  
22 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
23 Administration Expenses Payment (the “Net Settlement Amount”) shall be allocated to Participating  
24 Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.29 and 3.2(e).) From the Net  
25 Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated  
26 by (i) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating  
27 Class Members during the Class Period and (b) multiplying the result by each Participating Class  
28

1 Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be calculated based on Defendant's  
2 records; however, Class Members will have the right to challenge their number of Workweeks.

3 (e) Class Members were sent the Court approved Class Notice using the procedure approved by  
4 the Court by mailing the notice packets after updating class members' addresses using the National  
5 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of  
6 Madely Nava ("Nava Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude  
7 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.)  
8 Nava Decl. ¶ 7, Exh. A. No Class Member objected and no Class Member submitted a request for  
9 exclusion. Nava Decl. ¶ 11-12. Therefore, all Class Members (100%) are deemed Participating Class  
10 Members who are bound by the Settlement and will be entitled to receive an Individual Class Payment.  
11 All Aggrieved Employees, including those who submit an opt-out request, will still be paid their  
12 allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims  
13 regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice advised the  
14 Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement  
15 at ¶¶ 8.6 and 8.7, Ex. A.)

16 (f) A Participating Class Member must cash the check for his or her Individual Class Payment  
17 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)  
18 Any settlement checks not cashed within 180 days will be voided and any funds represented by such  
19 checks sent to the California State Controller's Office, Unclaimed Property Division, in the name of the  
20 Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of  
21 Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

22 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the  
23 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for  
24 settlement administration in an amount not to exceed \$9,000. (Agreement at ¶ 3.2(c).) As set forth in  
25 the Nava Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date,  
26 as well as anticipated fees and costs for completion of the settlement administration, are \$7,500.

27 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum  
28 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement

1 at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel Litigation  
2 Expenses Payment in an amount not to exceed \$26,000. (Agreement at ¶ 3.2(b).) Subject to Court  
3 approval, the Agreement provides for a payment of no more than \$12,500 to Plaintiff as the Class  
4 Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys' fees,  
5 reimbursement of expenses and service award, Class Counsel is providing evidentiary support, including  
6 lodestar.

7 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement  
8 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section  
9 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$10,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant  
10 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:  
11 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil  
12 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved  
13 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set  
14 forth in the accompanying proof of service, the LWDA has been served with this motion and the  
15 Agreement.

16 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for  
17 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement  
18 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued  
19 at \$470,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that  
20 liability and class certification in this case were far from certain in light of the defenses asserted by  
21 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class  
22 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,  
23 reasonable and adequate, and should be finally approved.

24  
25 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
26 dated September 7, 2024 ("Preliminary Approval Order"), the approved Class Notice has been  
27 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.  
28 On October 31, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members,

1 which provided each class member with the terms of the Settlement, including notice of the claims at  
2 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that  
3 were being sought, how individual settlement awards would be calculated, and the specific, estimated  
4 payment amount to that individual. *See* Declaration of Madely Nava ("Nava Decl.") ¶ 7, Exh. A. In  
5 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its  
6 Preliminary Approval Order. Significantly, there have been no objections and no requests to opt-out.  
7 Nava Decl. ¶¶ 11-12. As such, the entire Class (100%) will participate in the Settlement and will be sent  
8 a settlement check. *See* Nava Decl. at ¶¶ 13-15.

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

18  
19 6. Procedural History of the Litigation

20 (a) On October 4, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under  
21 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on  
22 behalf of Aggrieved Employees for various Labor Code violations.

23 (b) On November 30, 2022, Plaintiff commenced the Action by filing a Complaint against  
24 Defendant in the Superior Court of the State of California, County of Los Angeles. The Complaint  
25 asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code  
26 §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197  
27 & 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide  
28 required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required

1 rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6); failure to provide accurate itemized  
2 wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for  
3 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due  
4 in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in  
5 violation of California Labor Code §§ 201-204, 233, 246. On December 30, 2022, Plaintiff filed a  
6 separate complaint against Defendant (the “Individual Action”) for violation of the Private Attorney  
7 General Act (“PAGA”) seeking civil penalties pursuant to Labor Code § 2699, et seq. for violations of  
8 Labor Code §§ 201, 202 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2),  
9 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision  
10 5(A)-(B), and the applicable Wage Order(s).

11 (c) On August 3, 2023, Plaintiff filed a First Amended Complaint in the Individual Action which  
12 added a cause of action for Wrongful Termination in Violation of Public Policy and a First Amended  
13 Complaint in the Action which removed the cause of action for Wrongful Termination in Violation of  
14 Public Policy. On March 6, 2024, the Parties also filed a stipulation in the Individual Action to dismiss  
15 the PAGA cause of action without prejudice leaving only a cause of action for Wrongful Termination in  
16 Violation of Public Policy in the Individual Action.

17 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
18 production of documents, class data, and other information, allowing for the full and complete analysis  
19 of liabilities and defenses to the claims in the Action. Plaintiff obtained informal discovery, which  
20 included the production and analysis of hundreds of pages of documents. The information for mediation  
21 obtained by Plaintiff included: (1) data concerning the composition of the Class; (2) payroll data for the  
22 Class and time punch data for the Class which covered 46,024 shifts and 10,379 work weeks; (3)  
23 Defendant’s wage and hour policies and job descriptions; (4) the employment file for the Plaintiff; and,  
24 (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and  
25 information for the Class, which was sufficient for Plaintiff’s expert to prepare the valuations of the  
26 claims for the Class.

27 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
28 The Parties have vigorously litigated the Action since inception. During the course of litigation, the

1 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have  
2 engaged in substantial research and investigation in connection with the Action. Class Counsel has  
3 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert  
4 to perform an analysis of the data and valuation of the claims.

5 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior  
6 to mediation, the Parties engaged in the above investigation and the exchange of documents and  
7 information in connection with the Action. On December 11, 2023, the Parties participated in an all-day  
8 mediation presided over by Steven Serratore, a respected and experienced mediator of wage and hour  
9 class actions. Following the mediation, each side, represented by its respective counsel, were able to  
10 agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum  
11 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the  
12 Agreement. At all times, the negotiations were arm's length and contentious.

13 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any  
14 kind associated with the claims alleged in the Action and further deny that, for any purpose other than  
15 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,  
16 among other things, that it has properly compensated the Class Members and complied at all times with  
17 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,  
18 Defendant contends that class certification is inappropriate for any reason other than for settlement.  
19 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends that  
20 the Action is appropriate for class certification on the basis that the claims meet the requisites for class  
21 certification. Without admitting that class certification is proper, Defendant has stipulated that the above  
22 Class may be certified for settlement purposes only. (Agreement at ¶ 2.8.) The Parties agree that  
23 certification for settlement purposes is not an admission that class certification is proper. Further, the  
24 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified  
25 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the  
26 requisites for establishing class certification with respect to the Class are satisfied.

27 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over  
28 the course of more than a year, Class Counsel diligently evaluated the Class Members' claims against

1 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with  
2 access to necessary documents and information for the Class. In addition, Class Counsel has previously  
3 negotiated settlements with other employers in actions involving nearly identical issues and analogous  
4 defenses. Based on the informal discovery and their own independent investigation, evaluation and  
5 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the  
6 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known  
7 facts and circumstances, including the risk of significant delay, the risk that the claims would not be  
8 allowed to proceed on a class or representative basis, the defenses asserted by Defendant, and potential  
9 appellate issues.

10  
11 7. History of Settlement Discussions

12 (a) The Settlement is the result of extensive and hard-fought litigation as well as negotiations  
13 before an experienced and well-respected mediator. Defendant has expressly denied and continue to deny  
14 any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class  
15 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class  
16 Claims in accordance with the Settlement.<sup>1</sup>

17 (b) The Parties attended an arms-length mediation session with Steven Serratore, a respected and  
18 experienced mediator of wage and hour class actions, to reach the Settlement. In preparation for the  
19 mediation, Defendant provided Class Counsel with necessary information, including the Class payroll  
20 and timekeeping data. Plaintiff analyzed the data with the assistance of a damages expert, Berger  
21 Consulting, and prepared and submitted a mediation brief and damage valuation to the Mediator.  
22 Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized in the  
23

24  
25 <sup>1</sup> The release applicable to the Class is tethered to allegations in the Action as the “Released Class  
26 Claims” are “all claims that were alleged, or reasonably could have been alleged, based on facts stated  
27 in the Operative Complaint which occurred during the Class Period during employment in a nonexempt  
28 position in California.” 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 claims based on facts  
occurring outside the Class Period. (Agreement at ¶¶ 1.39 and 6.2.)

1 form of a Memorandum of Understanding.

2 (c) From January 2024 to May 2024, the initial settlement agreement and exhibits thereto were  
3 finalized and executed. On September 17, 2024, the Court issued its Order granting preliminary approval  
4 of the settlement as fair, adequate, and reasonable to the Class.

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

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

9 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the  
10 Plaintiff and the other Class Members. Defendant maintains that its practices complied with all  
11 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly  
12 recorded and compensated and that there was no miscalculation of the regular rate. Defendant contends  
13 that its meal and rest period policies and practices provide Class Members with meal and rest periods and  
14 that the payment of significant meal premiums is evidence of Defendant's legal compliant practices. As  
15 to expense reimbursement, Defendant maintains that it did not fail to provide reimbursement for  
16 necessary business expenses because, among other things, employees are not required to use their  
17 personal cell phones to perform their work. Defendant could argue that the decisions in *Brinker v.*  
18 *Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108  
19 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's claims  
20 in terms of liability and value, and preclude claims from proceeding on a class or representative basis.  
21 Defendant also maintains that a good faith dispute and absence of willfulness would negate the claims  
22 for waiting time penalties and/or failure to provide accurate itemized wage statements. See e.g. *Naranjo*  
23 *v. Spectrum Sec. Servs.*, 2024 Cal. Lexis 2438, at \*3 (May 6, 2024) ("if an employer reasonably and in  
24 good faith believed it was providing a complete and accurate wage statement in compliance with the  
25 requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage  
26 statement law.") If successful, Defendant's defenses could eliminate or substantially reduce any recovery  
27 to the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these  
28 defenses have merit and therefore present a serious risk to recovery by the Class.

1 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable  
2 to obtain class certification and thereby not recover on behalf of any employees other than themselves.  
3 Defendant argued that the individual experience of each putative class member varied with respect to the  
4 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiff's meal  
5 and rest period claims would require individualized inquiries into whether each employee took a  
6 compliant meal or rest period on a given shift and, if not, why. Plaintiff is aware of other cases where  
7 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885  
8 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as  
9 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59  
10 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class  
11 has been certified. While other cases have approved class certification of wage and hour claims, class  
12 certification in this Action would have been hotly disputed and was by no means a foregone conclusion.

13 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation  
14 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of  
15 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to  
16 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case  
17 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh  
18 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense  
19 and length of continuing to litigate and trying this Action against Defendant and then litigating a possible  
20 appeal that could take several years. Class Counsel has also taken into account the uncertain outcome  
21 and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also  
22 mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims  
23 asserted in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs  
24 would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits  
25 of an ultimate victory. The Settlement confers substantial benefits upon the Class. Based upon their  
26 evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement  
27 is in the best interest of the Class Members.

28 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's

1 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary  
2 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
3 favorably to the value of the claims. Based upon 166 Participating Class Members who collectively  
4 worked an estimated 11,625 workweeks, the Gross Settlement Amount provides an average value of  
5 \$2,831 per Class Member and \$40 per workweek and after deductions the Net Settlement Amount  
6 provides an average recovery of \$1,550.20 per Class Member and a recovery of \$22.13 per workweek.  
7 The calculations to compensate for the amount due to the Class Members at the time the Settlement was  
8 negotiated were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. Class  
9 Counsel analyzed the data for putative class members and determined the potential maximum damages  
10 for the class claims. For the Class, the maximum value of the claim for unpaid wages due to the alleged  
11 miscalculation of the regular rate applicable to overtime pay and meal premiums was \$29,882, the  
12 maximum value of the claim for unpaid wages due to alleged off-the-clock work was \$280,591, the  
13 maximum value of unpaid overtime was \$28,023, the maximum potential damages for alleged meal  
14 period violations were estimated to be \$70,342 based upon a 11.5% violation rate observed in the time  
15 records and after deduction of meal premiums already paid by Defendant, the maximum potential  
16 damages for alleged rest period violations were estimated to be \$885,231 based upon an alleged 100%  
17 violation rate, and the maximum potential damages for the alleged failure to reimburse business expenses  
18 were calculated to be \$13,320 based upon \$5 per month. In total, the damages for the Class were  
19 calculated to have a maximum potential total value of \$1,307,389. In addition, Plaintiff calculated that  
20 the maximum value of the potential waiting time penalties were between \$227,208 and \$358,289,  
21 depending on the predicate violation, and the maximum value of the potential wage statement penalties  
22 were \$155,400.<sup>2</sup> Defendant vigorously disputed Plaintiff's calculations and exposure theories.

23  
24  
25 <sup>2</sup> While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,  
26 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted  
27 by Defendant, including but not limited to, a good-faith dispute defense as to whether any premium  
28 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and  
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.").

1 Consequently, the Gross Settlement Amount represents more than 35% of Plaintiff's calculation of the  
2 potential maximum damages at issue for the Class in this case, assuming these amounts could all be  
3 proven in full at trial.<sup>3</sup> Importantly, the highest valued claim was the rest period claim which was valued  
4 at a 100% violation rate, however, class members certainly received some rest periods so this valuation  
5 is likely overstated. The maximum calculations should then be realistically risk rated in consideration  
6 for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given  
7 the amount of the Settlement as compared to the potential value of the claims, the Settlement is most  
8 certainly fair and reasonable.<sup>4</sup> Clearly, the goal of this litigation has been met.

9 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
10 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial  
11 defenses both to liability and to class certification. The maximum and average class member allocations  
12 (in addition to their Individual PAGA Payment) are \$5,831.91 and \$1,550.20, respectively. *See* Nava  
13 Decl. ¶ 15. Given the complexities of this case, the defenses, along with the uncertainties of proof and  
14 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

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22 <sup>3</sup> 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 at  
preliminary approval in the Declaration of Nordrehaug at ¶ 33.

24 <sup>4</sup> *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)  
25 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*  
26 *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  
settlement worth "somewhere between 9% and 18%" of full verdict value).

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

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

4 (a) Class Counsel successfully negotiated a class action settlement which provides for a common  
5 fund settlement to be paid by Defendant to the Class in the amount of One Million Five Hundred  
6 Thousand Dollars (\$470,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed  
7 to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class  
8 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests  
9 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement  
10 Amount.

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

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

21  
22 10. **The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value**  
23 **Created for the Benefit of the Class**

24 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third  
25 of the Gross Settlement Amount of \$470,000 which equals \$156,666 for attorneys' fees. As part of the  
26 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses  
27 incurred as per Class Counsel's billing statement in an amount not to exceed \$26,000. Finally, Defendant  
28

1 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of  
2 \$12,500, as his service awards under the Agreement.

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

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

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

27 (e) At the time this case was brought, the result was far from certain as discussed above at  
28

1 paragraphs 8(a) and 8(b).

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

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

15 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of  
16 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very  
17 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be  
18 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by  
19 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class  
20 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class  
21 Counsel advanced more than \$24,000 in costs which could not have been recovered if this case had been  
22 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,  
23 as well as other potential negative financial ramifications from having sued Defendant on behalf of the  
24 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
25 Plaintiff also support the requested awards.

26 (i) In a common fund settlement, the lodestar method is merely a cross-check on the  
27 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of  
28

1 one-third equal to \$156,666 is also established by reference to Class Counsel's lodestar in this matter.  
2 **The contemporaneous billing records for Class Counsel evidence that through March 25, 2025,**  
3 **Class Counsel's total lodestar is \$155,698.29, with significant additional fees still to be incurred to**  
4 **complete final approval and the settlement process.** The requested fee award is therefore currently  
5 equivalent to Class Counsel's total lodestar, and there will be additional lodestar incurred by Class  
6 Counsel to complete the settlement process and manage the settlement distribution and reports. Such a  
7 lodestar cross-check is below the range of multipliers approved in other cases such as *Laffitte* and  
8 *Vizcaino*. As evidenced by the billing, Class Counsel's work was efficiently performed and highly  
9 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,  
10 this Court may conclude that the requested award is fair and reasonable and is justified under California  
11 law.

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

19 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
20 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage  
21 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County  
22 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award  
23 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco  
24 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third  
25 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*  
26 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel  
27 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los  
28

1 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third  
2 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*  
3 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee  
4 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*  
5 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a  
6 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*  
7 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third  
8 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San  
9 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award  
10 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los  
11 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee  
12 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,  
13 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-  
14 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*  
15 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge  
16 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On  
17 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-  
18 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action  
19 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,  
20 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action  
21 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior  
22 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour  
23 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior  
24 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage  
25 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County  
26 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage  
27 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino  
28

1 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in  
2 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento  
3 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award  
4 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County  
5 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage  
6 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County  
7 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage  
8 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo  
9 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in  
10 a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego  
11 Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in  
12 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra  
13 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee  
14 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*  
15 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee  
16 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*  
17 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third  
18 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento  
19 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee  
20 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara  
21 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award  
22 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore  
23 reasonable in light of the fees that have been awarded in other similar cases.

24       12.     **The contemporaneous billing records for Class Counsel evidence that through March**  
25 **25, 2025, Class Counsel's current lodestar is \$155,698.29, with significant additional fees still to be**  
26 **incurred to complete final approval and the settlement process.** From August 17, 2022 to March 25,  
27 2025, my firm worked on this matter for over 324 hours, with hourly rates for attorneys ranging from  
28

1 \$450 to \$995, resulting in a current incurred lodestar for my firm in the amount of \$155,698.29. The  
2 requested fee award is therefore currently equivalent to Class Counsel's total lodestar, and there will be  
3 additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
4 settlement distribution and reports. A detailed breakdown of the total fees and the services performed by  
5 the firm on this case is attached hereto as Exhibit #3; In addition, Class Counsel will be performing  
6 significant additional work that is not included in this lodestar amount, including finalizing the final  
7 approval motion, attending the hearing on final approval, and monitoring completion of the settlement  
8 process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates  
9 charged by my firm are in line with the prevailing rates of attorneys in the local legal community for  
10 similar work and, if this were a commercial matter, these are the charges that would be made and  
11 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%  
12 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is  
13 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California,  
14 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre  
15 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those  
16 prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness  
17 of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable  
18 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.  
19 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.  
20 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543  
21 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in  
22 the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line  
23 with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer  
24 Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In  
25 another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases  
26 prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535 for associates.  
27 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and  
28

1 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for  
2 comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the  
3 requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a  
4 reasonable multiplier which will be even less by the completion of the settlement. This is comparable  
5 to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the  
6 Lodestar/Multiplier cross-check.

7  
8 Litigation Expenses

9 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class  
10 Counsel Litigation Expenses Payment of not more than \$26,000.” Class Counsel requests reimbursement  
11 for incurred litigation expenses and costs in the amount of \$24,677.29. Class Counsel incurred expenses  
12 in the amount of \$24,677.29 based upon counsel’s billing records, and the details of which are set forth  
13 in Exhibit #3. These litigation expenses include the expenses incurred for filing fees, mediation expenses,  
14 expert expenses (Berger Consulting), attorney service charges (Knox, OneLegal), Case Anywhere  
15 charges, and charges to download documents from the Court’s website, all of which are costs normally  
16 billed to and paid by the client. TheThese costs were reasonably incurred in the prosecution of the Action.

17  
18 Service Award

19 14. For her service as the sole class representative, Plaintiff should be awarded the agreed  
20 service award of \$12,500, in accordance with the Agreement for her time, risk and effort expended on  
21 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this  
22 payment and there have been no objections to the requested service award. The Plaintiff’s declaration in  
23 support of this request is attached hereto as Exhibit #5. As the only representative of the Class, Plaintiff  
24 performed her duties to the Class admirably and without exception. Plaintiff worked extensively with  
25 Class Counsel during the course of the litigation, responding to numerous requests, searching for  
26 documents, working with counsel, and reviewing the settlement documentation. The Plaintiff’s  
27 Declaration details the involvement, stress and risks she undertook as a result of this Action. Plaintiff  
28

1 also assumed the serious risk that she might possibly be liable for costs and fees to Defendant, as well  
2 as the reputational risk of being “blacklisted” by other future employers for having filed a class action on  
3 behalf of employees. Without the Plaintiff’s participation, cooperation and information, no other  
4 employees would be receiving any benefit. The payment of service awards to successful class  
5 representatives is appropriate and the amount is well within the currently awarded range for similar  
6 settlements. The requested award is also reasonable by reference to the amounts that other California  
7 courts have found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am.*  
8 *Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that the requested service  
9 awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS  
10 149865, at \*19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*,  
11 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each);  
12 *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D. Cal. Oct. 06, 2008) (awarding  
13 \$25,000 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info.*  
14 *Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member  
15 recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000  
16 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass*  
17 *v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007) (awarding \$25,000 service  
18 award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los  
19 Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguilar v. Cingular*  
20 *Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service  
21 award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County  
22 Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial*  
23 *Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding  
24 \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*, Case No. BC438654, L.A. County Superior  
25 Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*  
26 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21,  
27 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los  
28

1 Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes*  
2 *Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding  
3 \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles  
4 County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto*  
5 *Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding  
6 \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County  
7 Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores,*  
8 *LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000  
9 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's*  
10 *Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service  
11 award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court,  
12 (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.  
13 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*  
14 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,  
15 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case  
16 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);  
17 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court  
18 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,  
19 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
20 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding  
21 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San  
22 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*  
23 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);  
24 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July  
25 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241  
26 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*  
27 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000  
28

1 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San  
2 Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG*  
3 *Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000  
4 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case  
5 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

6       15.     The requested service award is also reasonable in light of the reputational risk that Plaintiff  
7 assumed in bringing this action against her former employer. Plaintiff put her future employment  
8 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on  
9 the internet and may become known to prospective employers when evaluating" him for employment.  
10 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, \*20 (S.D.N.Y. Oct. 28, 2011).  
11 Employers routinely screen employee candidates to determine whether they have ever filed a suit against  
12 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows  
13 employers to run extensive background searches on potential employees. Companies who provide these  
14 services specifically highlight the fact that their services allows employers to weed out litigious  
15 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a  
16 prospective employee is likely to sue" the employer, through background checks and other means, to  
17 screen out these employees.<sup>5</sup> Onicra Credit Rating Agency states: "Background screening has become  
18 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,  
19 employers simply cannot afford to hire employees who will put their company at risk."<sup>6</sup> PreciseHire also  
20 offers employment screening and similarly warns: "with today's business climate being extremely  
21 competitive and highly litigious, conducting pre employment background checks has become a  
22 necessity."<sup>7</sup>

23       16.     As a result, Class Counsel respectfully requests approval of the application for award of  
24

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25       <sup>5</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

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

27       <sup>7</sup> [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/).

1 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
2 expenses in the amount of \$24,677.29, and approval of the requested service award to the Plaintiff.

3 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
4 The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik  
5 De Blouw LLP.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
7 true and correct. Executed this 25th day of March, 2025, at San Diego, California.

8 /s/ Norman Blumenthal  
9 NORMAN B. BLUMENTHAL  
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**EXHIBIT #1**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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

Admitted: 1999, California

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

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

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

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

**Aparajit Bhowmik**

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

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

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

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

**Victoria Rivapalacio**

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Admitted: 2011, California

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

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**Sergio Julian Puche**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

**Trevor Moran**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

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

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

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (3<sup>rd</sup> 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 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

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

### **CLASS ACTION & REPRESENTATIVE CASES**

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

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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 Rachel Macdonald (“Plaintiff”) and defendant Best Friends Animal Society (“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 the Plaintiff’s Class Action lawsuit alleging wage and hour violations against Defendant captioned *Macdonald v. Best Friends Animal Society*, Case No. 22STCV37493, initiated on November 30, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “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.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from November 30, 2018 to December 11, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Best Friends Animal Society.
- 1.18. “Defense Counsel” means John K. Rubiner and Daniella J. Lee of Freeman Mathis & Gary, LLP.

- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “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.
- 1.21. “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.
- 1.22. “Gross Settlement Amount” means Four Hundred and Seventy Thousand Dollars (\$470,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service 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.
- 1.23. “Individual Action” mean the Plaintiff’s lawsuit entitled *Macdonald v. Best Friends Animal Society*, Case No. 22CHCV01532, initiated on December 30, 2022 and pending in Superior Court of California, County of Los Angeles.
- 1.24. “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.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26. “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.

- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “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, 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.
- 1.30. “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.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from October 4, 2021 to December 11, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.34. “PAGA Notice” means the Plaintiff’s October 4, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Rachel Macdonald, the named plaintiff in the Action.
- 1.38. “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.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could

have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a nonexempt position in California. 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 claims based on facts occurring outside the Class Period.

1.40. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. 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 claims outside of the PAGA Period.

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

1.42. "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.

1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45. "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**

2.1. On November 30, 2022, Plaintiff filed this Action against Defendant in the Superior Court of the State of California, County of Los Angeles. 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 Cal. Lab. Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246; and,
- (j) Wrongful termination in Violation of Public Policy.

2.2. On December 30, 2022, Plaintiff filed a Complaint against Defendant for violation of the Private Attorney General Act (“PAGA”) seeking civil penalties pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) (“Individual Action”), and the applicable Wage Order(s).

2.3. On August 3, 2023, Plaintiff filed a First Amended Complaint in the Individual Action which added a cause of action for Wrongful Termination in Violation of Public Policy and a First Amended Complaint in the Action which removed the cause of action for Wrongful Termination in Violation of Public Policy.

2.4. On February 28, 2024, the Parties filed a stipulation to add the PAGA cause of action to the complaint in the Action. The Second Amended Complaint in the Action is referred to as the “Operative Complaint”. On March 6, 2024, the Parties also filed a stipulation in the Individual Action to dismiss the PAGA cause of action without prejudice leaving only a cause of action for Wrongful Termination in Violation of Public Policy in the Individual Action.

2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.6. On December 11, 2023, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was

memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.7. 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.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 ("*Dunk/Kullar*").
- 2.8. 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.
- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$470,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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 \$12,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class

Member). 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. In addition, Plaintiff is separately settling her claim for Wrongful Termination in Violation of Public Policy as alleged in the Second Amended Complaint filed in the Individual Action ("Wrongful Termination Claim"). The payment for the settlement of the individual claims in the Wrongful Termination Claim is not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Action.

- (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 \$156,666, and a Class Counsel Litigation Expenses Payment of not more than \$26,000. 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 \$9,000 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 \$9,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees 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. 25% 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. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

#### 4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 163 Class Members who collectively worked a total of 12,000 Workweeks, and 74 Aggrieved Employees who worked a total of 1,717 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 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 30 days after the Effective Date.

## **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

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

Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

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

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

6.1. Plaintiff's Release. Plaintiff and his or 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 that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(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.

- (b) Plaintiff's Other Claim. Plaintiff represents that she has a claim against Defendant other than the Class claims and PAGA claims. This other claim is for wrongful termination in violation of public policy as alleged in the Wrongful Termination Claim in the Individual Action which Plaintiff is separately settling. Class Counsel will be filing a declaration with the Court affirming that the consideration given for the dismissal of Plaintiff's separate individual Wrongful Termination Claim is unrelated to and separate from the settlement of her Class claims and PAGA claims and is based on separate facts and claims.

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

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

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

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. 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 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; (v) 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 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

## **8. SETTLEMENT ADMINISTRATION**

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free

telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

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

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, 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 Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

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

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

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

**9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% over the estimate stated herein in paragraph 4.1 (i.e. if the number of Workweeks exceeds 13,200), 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 reached 13,200, 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 an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

**10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% 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, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

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

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

### **13. ADDITIONAL PROVISIONS**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and 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, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by 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.
- 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. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

*To Plaintiff 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](mailto:kyle@bamlawca.com)

*To Defendant:*

John K. Rubiner  
Daniella J. Lee  
Freeman Mathis & Gary, LLP  
550 South Hope Street, Suite 2200  
Los Angeles, CA 90071-2627  
Tel.: (213) 619-7000  
Fax: (213) 615-7100  
E-Mail: jrubiner@fmglaw.com  
Daniella.lee@fmglaw.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on December 11, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

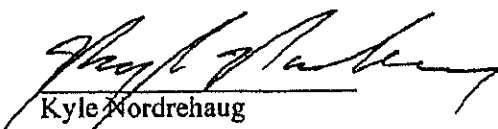
Dated: Mar 13, 2024

  
Rachel J. Macdonald (Mar 13, 2024 10:27 PDT)  
Plaintiff Rachel Macdonald

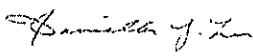
Dated: 3/25/2024

DocuSigned by:  
  
Stephen Howell, Chief Operating Officer  
For Defendant Best Friends Animal Society

Dated: 3/13/24

  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: 3/25/24

  
John K. Rubiner  
Daniella J. Lee  
Freeman Mathis & Gary, LLP  
Attorney for Defendant

**EXHIBIT A**

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

**EXHIBIT “A”**

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

***Macdonald v. Best Friends Animal Society, Superior Court of the State of California,  
County of Los Angeles, Case No. 22STCV37493***

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

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendant Best Friends Animal Society (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Rachel Macdonald (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (November 30, 2018 through December 11, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (October 4, 2021 through December 11, 2023) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$\_\_\_\_\_>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$\_\_\_\_\_>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked <<\_\_\_\_\_>> workweeks** during the Class Period and **you worked <<\_\_\_\_\_>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this 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. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to 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 requires Class Members and Aggrieved Employees 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 and PAGA Period penalty claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is ____.</b> | <p>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. 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.</p> <p>However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.</p> |
| <b>Participating Class Members Can Object to the Class Settlement</b>                                                  | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Written Objections Must be Submitted by the Response Deadline</b><br>_____                                                                               | <p>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.</p> <p>See Section 8 of this Notice.</p>                                                                                                                                                                                                                                                                        |
| <b>You Can Participate in the _____ Final Approval Hearing</b>                                                                                              | <p>The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 14 before Judge Kenneth R. Freeman. This hearing may change as explained below in Section 9.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice</p> |
| <b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b><br><br><b>Witten Challenges Must be Submitted by the Response Deadline (_____)</b> | <p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. 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</p>                                                                                                                               |

## 1. What is action about?

Plaintiff Rachel Macdonald is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”).

Defendant denies that is has done anything wrong and disputes all the claims in the Action.

## 2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the

merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. **Defendant has agreed to pay an “all in” amount of Four Hundred Seventy Thousand Dollars (\$470,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall 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 30 days after the Effective Date. The “Effective Date” means the date the Judgment is entered unless there are objections in which case the “Effective Date” means when the Judgment is 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 to Participating Class Members.

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, 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 \$9,000, 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 \$156,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$26,000. 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.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$12,500 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. 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 \$10,000 relating to Plaintiff's claim under PAGA, \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$2,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is October 4, 2021 through December 11, 2023.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service 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-Five Percent (25%) 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. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. 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 to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

#### **4. What Do I Release Under the Settlement?**

Released Class 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, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a nonexempt position in California. 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 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 and 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 Action will apply to you and legally bind you.

Released PAGA 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, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. 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 claims outside of the PAGA Period.

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

## **5. How much will my payment be?**

Individual Class Payments. The Administrator will calculate Individual Class Payments 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.

**Defendant’s records reflect that you worked <<\_\_\_\_>> Workweeks during the Class Period (November 30, 2018 through December 11, 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 4, 2021 through December 11, 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]. 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.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **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.

**Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.**

#### **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, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$10,000, of which \$2,500 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

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 *Macdonald v. Best Friends Animal Society* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Macdonald v. Best Friends Animal Society*, Case No. 22STCV37493. 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 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service 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 Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Macdonald v. Best Friends Animal Society* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV37493.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses 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, *Macdonald v. Best Friends Animal Society*, Case No. 22STCV37493, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

### Administrator:

Name of Company: Apex Class Action LLC

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

**CLASS COUNSEL:**

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

**COUNSEL FOR DEFENDANT:**

John K. Rubiner  
Daniella J. Lee  
Freeman Mathis & Gary, LLP  
550 South Hope Street, Suite 2200  
Los Angeles, CA 90071-2627

**9. Can I Attend the Final Approval Hearing?**

You can, but don't have to, attend the Final Approval Hearing at \_\_\_\_\_ (Pacific Standard Time) on \_\_\_\_\_, in Department 14 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Kenneth R. Freeman. 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 a service payment 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 in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Macdonald v. Best Friends Animal Society*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV37493.

## 10. How Can I Get More Information?

You may call the Administrator at \_\_\_\_\_ or write to *Macdonald v. Best Friends Animal Society* 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 award, the motion for final approval or other Settlement documents by going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Macdonald v. Best Friends Animal Society*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV37493. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

### IMPORTANT:

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

**EXHIBIT B**

[ORDER GRANTING PRELIMINARY APPROVAL]

**EXHIBIT "B"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

RACHEL MACDONALD, an individual, on  
behalf of herself and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

BEST FRIENDS ANIMAL SOCIETY, a Utah  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: 22STCV37493**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge: Hon. Kenneth R. Freeman  
Dept: SS-14

Date Filed: November 30, 2022  
Trial Date: Not set

This matter came before the Honorable Kenneth R. Freeman of the Superior Court of the State of California, in and for the County Los Angeles, on \_\_\_\_\_[DATE], for hearing on the unopposed motion by Plaintiff Rachel Macdonald ("Plaintiff") for preliminary approval of the Settlement with Defendant Best Friends Animal Society ("Defendant"). The Court, having

PRELIMINARY APPROVAL ORDER

1 considered the briefs, argument of counsel and all matters presented to the Court and good cause  
2 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action  
3 Settlement.

4  
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendant shall pay is Four Hundred Seventy  
15 Thousand Dollars (\$470,000). It appears to the Court on a preliminary basis that the settlement  
16 amount and terms are fair, adequate and reasonable as to all potential Class Members when  
17 balanced against the probable outcome of further litigation and the significant risks relating to  
18 certification, liability and damages issues. It further appears that investigation and research have  
19 been conducted such that counsel for the Parties are able to reasonably evaluate their respective  
20 positions. It further appears to the Court that the Settlement will avoid substantial additional costs  
21 by all Parties, as well as avoid the delay and risks that would be presented by the further  
22 prosecution of the Action. It further appears that the Settlement has been reached as the result of  
23 serious and non-collusive, arm's-length negotiations.

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

3         5.       The Agreement specifies for an attorneys' fees award not to exceed one-third of the  
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$26,000, and  
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed  
6 \$12,500. The Court will not approve the amount of attorneys' fees and costs, nor the amount of  
7 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence  
8 supporting these requests, including lodestar, prior to final approval.

9         6.       The Court recognizes that Plaintiff and Defendant stipulate and agree to  
10 representative treatment and certification of a class for settlement purposes only. This stipulation  
11 will not be deemed admissible in this, or any other proceeding should this Settlement not become  
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of  
13 "all individuals who were employed by Defendant in California and classified as a non-exempt  
14 employee at any time during the Class Period." The "Class Period" is November 30, 2018  
15 through December 11, 2023.

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

26         8.       The Court provisionally appoints Plaintiff as the representatives of the Class. The  
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik  
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1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

2           9.       The Agreement provides for a PAGA Penalties out of the Gross Settlement  
3 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development  
4 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this  
5 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. “Aggrieved  
6 Employees” are all individuals who were employed by Defendant in California and classified as a  
7 non-exempt employee at any time during the PAGA Period (October 4, 2021 through December  
8 11, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided  
9 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be  
10 reasonable.

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

24           11.      The Court hereby appoints Apex Class Action LLC as the Administrator. No later  
25 than thirty (30) days after this Order, Defendant will provide the Class Data to the Administrator.  
26 The Administrator will perform address updates and verifications as necessary prior to the first  
27 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)  
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1 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all  
2 Class Members via first-class regular U.S. Mail to their last known address.

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

17       13.     Any Class Member who has not opted out may appear at the final approval hearing  
18 and may object or express the Member’s views regarding the Settlement and may present evidence  
19 and file briefs or other papers that may be proper and relevant to the issues to be heard and  
20 determined by the Court as provided in the Class Notice. Class Members will have until the  
21 Response Deadline to submit their written objections to the Administrator. Written objections  
22 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class  
23 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an  
24 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval  
25 Hearing to make an oral objection.

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

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

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

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

10 **IT IS SO ORDERED.**

11 Dated: \_\_\_\_\_

12 \_\_\_\_\_  
13 HON. KENNETH R. FREEMAN  
14 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
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**EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

**EXHIBIT "C"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

RACHEL MACDONALD, an individual, on  
behalf of herself and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

BEST FRIENDS ANIMAL SOCIETY, a Utah  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: 22STCV37493**

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

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge: Hon. Kenneth R. Freeman  
Dept: SS-14

Date Filed: November 30, 2022  
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Rachel Macdonald (“Plaintiff”) for an order finally  
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Best  
3 Friends Animal Society (“Defendant”), attorneys’ fees and costs, service payment, and the  
4 expenses of the Administrator duly came on for hearing on \_\_\_\_\_ before the  
5 Honorable Kenneth R. Freeman.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before  
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all  
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the  
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Seventy  
16 Thousand Dollars (\$470,000) and the terms set forth in the Agreement are fair, reasonable, and  
17 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, and the assistance of an experienced mediator in the settlement process, among other  
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On \_\_\_\_\_, the Court granted preliminary approval of the Settlement. At  
25 this same time, the Court approved conditional certification of the Class for settlement purposes  
26 only.

1           **Notice to the Class**

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

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

22           **Fairness of the Settlement**

23           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
24 48 Cal.App.4th 1794, 1801 (1996).

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

1                   b.       Plaintiff and Class Counsel’s investigation and discovery have been  
2 sufficient to allow the Court and counsel to act intelligently.

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

5                   d.       The percentage of objectors and requests for exclusion is small. \_\_\_\_  
6 objections were received. \_\_\_\_\_ requests for exclusion were received.

7                   e.       The participation rate was high. \_\_\_\_\_ Class Members will be mailed a  
8 settlement payment, representing \_\_\_\_\_ % of the overall Class.

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

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

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

17               11.      An award of \$156,666 for attorneys’ fees, representing one-third of the Gross  
18 Settlement Amount, and \$26,000 for litigation costs and expenses, is reasonable, in light of the  
19 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results  
20 achieved by Class Counsel. The requested award has been supported by Class Counsel’s lodestar  
21 and billing statement.

22                   **Class Representative Service Payment**

23               12.      The Agreement provides for a Class Representative Service Payment of not more  
24 than \$12,500 to the Plaintiff, subject to the Court’s approval. The Court finds that Class  
25 Representative Service Payment in the amount of \$12,500 to the Plaintiff is reasonable in light of  
26 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in  
27 bringing and prosecuting this matter on behalf of the Class.

1           **Administration Expenses Payment**

2           13.     The Administrator shall calculate and administer the payment to be made to the  
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the  
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,  
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The  
6 Administrator has documented \$9,000 in fees and expenses, and this amount is reasonable in light  
7 of the work performed by the Administrator.

8           **PAGA Penalties**

9           14.     The Agreement provides for a PAGA Penalties out of the Gross Settlement  
10 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development  
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this  
12 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and  
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties  
14 (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during  
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay  
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in  
17 California and classified as a non-exempt employee at any time during the PAGA Period (October  
18 4, 2021 through December 11, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2),  
19 the LWDA was provided notice of the Agreement and these settlement terms and has not indicated  
20 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

21                               **II.**

22                               **ORDERS**

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

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

26           All individuals who were employed by Defendant in California and classified as a  
27 non-exempt employee at any time during the Class Period (November 30, 2018  
28 through December 11, 2023).

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

4           17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
5 best interest of the Class.

6           18. Class Counsel are awarded attorneys’ fees in the amount of \$156,666 and costs in  
7 the amount of \$26,000. Class Counsel shall not seek or obtain any other compensation or  
8 reimbursement from Defendant, Plaintiff or members of the Class.

9           19. The payment of Class Representative Service Payment in the amount of \$12,500 to  
10 the Plaintiff is approved.

11           20. The payment of \$9,000 to the Administrator for its fees and expenses is approved.

12           21. The PAGA Penalties of \$10,000 is approved and is to be distributed in accordance  
13 with the Agreement.

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

17           23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this  
18 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
19 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment  
20 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the  
21 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement  
22 is, may be construed as, or may be used as an admission by or against Defendant of any fault,  
23 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any  
24 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
25 evidence of, an admission or concession with regard to the denials or defenses by Defendant.  
26 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding  
27 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in  
28

1 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,  
2 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
3 Claims and/or Released PAGA Claims.

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

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

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

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

19       27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the  
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
21 supervise and adjudicate any dispute arising from or in connection with the distribution of  
22 settlement benefits.

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

25       29. Effective on the date when Defendant fully funds the entire Gross Settlement  
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
27  
28

1 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will  
2 release claims against all Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their  
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
5 and assigns, release Released Parties from the Released Class Claims. The “Released Class  
6 Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts  
7 stated in the Operative Complaint which occurred during the Class Period during employment in a  
8 nonexempt position in California. Except as expressly set forth in this Agreement, Participating  
9 Class Members do not release any other claims, including claims for vested benefits, wrongful  
10 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
11 disability, social security, workers’ compensation, or claims based on facts occurring outside the  
12 Class Period.

13 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf  
14 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
15 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.  
16 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably  
17 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA  
18 Notice, which occurred during the PAGA Period during employment in a non-exempt position in  
19 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and  
20 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability  
21 and worker’s compensation, and claims outside of the PAGA Period.

22 (c) Plaintiff and his or her respective former and present spouses,  
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
24 and discharge Released Parties from all claims, transactions, or occurrences that occurred during  
25 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have  
26 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims  
27  
28

1 that were, or reasonably could have been, alleged based on facts contained in the Operative  
2 Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release")) as fully set forth in the Agreement.

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

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

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

14  
15 Dated: \_\_\_\_\_

16  
17 \_\_\_\_\_  
HON. KENNETH R. FREEMAN  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

**EXHIBIT #3**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

## INVOICE

Invoice # 1  
Date: 03/25/2025  
Due On: 04/24/2025

Rachel Macdonald

**CA2754**

### Best Friends Animal Society

#### Services

| Attorney | Date       | Notes                                                                                                                                                                                                                                                           | Quantity | Rate     | Total      |
|----------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| NDB      | 09/17/2022 | Review and analyze original intake notes. Legal research regarding related litigation in State and Federal Court. Research Defendant's business operations and Financials. Conference with Plaintiff to discuss status and claims.                              | 3.70     | \$850.00 | \$3,145.00 |
| NDB      | 09/20/2022 | Review entire employment file for legal claims. Analyze Defendant's wage and hour policy documents. Analyze all paystubs for 226(a) and overtime claims. Legal research regarding the same. Conference with Plaintiff to obtain background facts for complaint. | 4.50     | \$850.00 | \$3,825.00 |
| NDB      | 09/23/2022 | Review and research wrongful termination claims. Analyze 1102.5 cases and previous court opinions and settlements. Call with Plaintiff to discuss facts for and damages for claims.                                                                             | 3.20     | \$850.00 | \$2,720.00 |
| NDB      | 09/25/2022 | Draft original complaint.                                                                                                                                                                                                                                       | 4.40     | \$850.00 | \$3,740.00 |
| NDB      | 09/30/2022 | Draft complaint. Send to Plaintiff for approval to file. Conference with Plaintiff to discuss revisions and process of lawsuit. Revise wrongful termination and off the clock allegations. Prepare complaint for filing.                                        | 4.30     | \$850.00 | \$3,655.00 |
| NDB      | 10/01/2022 | Review facts and document file. Draft internal case notes memo detailing claims.                                                                                                                                                                                | 2.10     | \$850.00 | \$1,785.00 |

|     |            |                                                                                                                                                                 |      |          |            |
|-----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| NDB | 10/04/2022 | Review PAGA claims. Legal research. Draft PAGA Notice. Upload to LWDA website.                                                                                  | 2.10 | \$850.00 | \$1,785.00 |
| SB  | 11/22/2022 | Review complaint for filing, analyze, advise ND                                                                                                                 | 2.60 | \$450.00 | \$1,170.00 |
| RE  | 11/28/2022 | Review case notes/damage analysis                                                                                                                               | 0.50 | \$675.00 | \$337.50   |
| RE  | 11/28/2022 | Review & analyze employment file documents/ 1198.5 response                                                                                                     | 2.50 | \$675.00 | \$1,687.50 |
| KN  | 11/29/2022 | Review case notes and research on claims; analysis of claims; review draft complaint; advise staff                                                              | 2.00 | \$950.00 | \$1,900.00 |
| RE  | 11/30/2022 | Review, edit & finalize class action complaint draft                                                                                                            | 2.50 | \$675.00 | \$1,687.50 |
| RE  | 11/30/2022 | Draft summons, civil case cover sheet & addendum/statement of location re class action                                                                          | 0.60 | \$675.00 | \$405.00   |
| RE  | 11/30/2022 | Review & finalize class action complaint package; file in LA Sup. Ct.                                                                                           | 0.70 | \$675.00 | \$472.50   |
| RE  | 11/30/2022 | Review court-returned documents; memo to firm re judicial/departement assignment and status of initial case management conference re class action               | 0.50 | \$675.00 | \$337.50   |
| KN  | 12/01/2022 | Review filed complaint and court notices; review memo from RE                                                                                                   | 0.30 | \$950.00 | \$285.00   |
| SB  | 12/21/2022 | Revise complaint, advise ND                                                                                                                                     | 2.60 | \$450.00 | \$1,170.00 |
| RE  | 12/30/2022 | Draft PAGA only representative action complaint                                                                                                                 | 4.50 | \$675.00 | \$3,037.50 |
| RE  | 12/30/2022 | Draft civil case cover sheet, summons and addendum/statement of location; research file re location of incident re addendum                                     | 0.60 | \$675.00 | \$405.00   |
| RE  | 12/30/2022 | Review & finalize paga complaint package; file in LA Sup. Ct.                                                                                                   | 0.60 | \$675.00 | \$405.00   |
| RE  | 12/30/2022 | Review court-returned documents re paga action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference | 0.50 | \$675.00 | \$337.50   |
| RE  | 12/30/2022 | Provide notice to LWDA; upload complaint to LWDA website; save confirmation for future verification of notice to LWDA                                           | 0.40 | \$675.00 | \$270.00   |
| NDB | 12/30/2022 | Review case file. Analyze PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.                               | 2.10 | \$850.00 | \$1,785.00 |
| KN  | 01/03/2023 | Review filed PAGA complaint and court notices; review memo from RE                                                                                              | 0.30 | \$950.00 | \$285.00   |
| RE  | 01/14/2023 | Prepare initial documents for service of process                                                                                                                | 0.70 | \$675.00 | \$472.50   |

|     |            |                                                                                                                                                                                        |      |          |            |
|-----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | re class action; identify registered agent; send out for service via Knox                                                                                                              |      |          |            |
| RE  | 01/14/2023 | Prepare initial documents for service of process re PAGA action; send out for service via Knox                                                                                         | 0.70 | \$675.00 | \$472.50   |
| RE  | 02/01/2023 | File proof of service of summons re class action; memo to firm re post service written discovery                                                                                       | 0.50 | \$675.00 | \$337.50   |
| RE  | 02/01/2023 | File proof of service of summons re paga action; memo to firm re post service written discovery                                                                                        | 0.50 | \$675.00 | \$337.50   |
| PM  | 02/13/2023 | Review correspondence from Def. to meet and confer regarding complaint; review complaint; legal research re punitive damages issue.                                                    | 1.50 | \$750.00 | \$1,125.00 |
| PM  | 02/14/2023 | Legal research re punitive damages issue in operative complaint.                                                                                                                       | 1.00 | \$750.00 | \$750.00   |
| VR  | 03/03/2023 | Review and Analyze: review court's orders re electronic service; correspondence to Defendant's counsel                                                                                 | 0.40 | \$750.00 | \$300.00   |
| NDB | 03/03/2023 | Review sick and vacation pay claims. Analyze pay stubs. Review suitable seating claims and layout of premises. Discuss with Plaintiff. Legal research regarding recent court opinions. | 3.10 | \$850.00 | \$2,635.00 |
| VR  | 03/08/2023 | Draft: draft joint status report; correspondence to Defendant; review case notes and complaint; review correspondence between the parties                                              | 2.10 | \$750.00 | \$1,575.00 |
| VR  | 03/10/2023 | Review and Revise: review and revise joint statement; correspondence to Def; advise PM                                                                                                 | 0.50 | \$750.00 | \$375.00   |
| VR  | 03/17/2023 | court appearance at CMC; prep; review statements and correspondence between parties; advise PM                                                                                         | 2.50 | \$750.00 | \$1,875.00 |
| CJ  | 05/09/2023 | Review Initial Status Conference Statement, ISC Order and next steps re status of mediation and Case Anywhere, advise PM, correspond with OPC                                          | 1.00 | \$550.00 | \$550.00   |
| CJ  | 05/09/2023 | Evaluate status of documents complaint and prepare to draft mediation data and doc request                                                                                             | 1.00 | \$550.00 | \$550.00   |
| CJ  | 05/09/2023 | Evaluate and analyze 1198 documents and Plaintiff's documents and pull exhibits for exhibit book                                                                                       | 1.50 | \$550.00 | \$825.00   |
| CJ  | 05/09/2023 | Draft discovery request correspondence in preparation for mediation.                                                                                                                   | 0.50 | \$550.00 | \$275.00   |
| PM  | 05/09/2023 | Review and revise email regarding mediation and advise CJ.                                                                                                                             | 0.40 | \$750.00 | \$300.00   |
| CJ  | 05/10/2023 | Evaluate Mediation discovery correspondence ,                                                                                                                                          | 0.75 | \$550.00 | \$412.50   |

|    |            |                                                                                                                                                                                                           |      |          |            |
|----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | review status of amended complaints and PAGA,<br>review request for dismissal                                                                                                                             |      |          |            |
| CJ | 05/12/2023 | Research status of CMC and Case Anywhere<br>posting, review correspondence re same                                                                                                                        | 0.75 | \$550.00 | \$412.50   |
| VR | 05/26/2023 | Draft: draft stipulation to amend; review<br>correspondence and FAC                                                                                                                                       | 2.30 | \$750.00 | \$1,725.00 |
| VR | 05/31/2023 | Draft: draft stipulation re amended complaints;<br>draft amended complaints                                                                                                                               | 3.20 | \$750.00 | \$2,400.00 |
| PM | 05/31/2023 | Review complaint and legal and factual issues;<br>review case documents and analyze; strategize re<br>case management and discovery.                                                                      | 2.50 | \$750.00 | \$1,875.00 |
| VR | 06/06/2023 | Review and Revise: review and revise and<br>finalize stipulation re amended complaints;<br>correspondence to Def                                                                                          | 0.50 | \$750.00 | \$375.00   |
| GG | 07/19/2023 | Review CMO, finalize stip to file FAC, file and<br>serve in both PAGA an Class actions.                                                                                                                   | 1.37 | \$250.00 | \$343.26   |
| VR | 07/19/2023 | Correspondence with Opposing Counsel:<br>telephone conference with Def; prepare for<br>conference; review complaint and case notes;<br>review court's orders; review mediation data<br>request; follow up | 1.50 | \$750.00 | \$1,125.00 |
| VR | 07/19/2023 | telephone conference with def's counsel; prep for<br>call; follow up; advise PM                                                                                                                           | 1.70 | \$750.00 | \$1,275.00 |
| VR | 08/03/2023 | Draft Case Management Statement: draft CMC<br>statement; review complaint and related actions;<br>review status of FAC; review docket; advise PM<br>and NDB                                               | 2.00 | \$750.00 | \$1,500.00 |
| CJ | 08/18/2023 | Prepare to appear at CMC by evaluating posture<br>of case and all deadlines                                                                                                                               | 1.00 | \$550.00 | \$550.00   |
| CJ | 08/18/2023 | Appear at CMC, annotate adn memorialize<br>outcome to firm                                                                                                                                                | 1.00 | \$550.00 | \$550.00   |
| PM | 09/18/2023 | Review court orders and analyze status of action;<br>advise team re the same.                                                                                                                             | 1.00 | \$750.00 | \$750.00   |
| CJ | 10/26/2023 | Evaluate case and claims, review docs received<br>in file in prep for call with P                                                                                                                         | 1.50 | \$550.00 | \$825.00   |
| CJ | 10/26/2023 | Call with P , annotate re same                                                                                                                                                                            | 1.50 | \$550.00 | \$825.00   |
| CJ | 10/26/2023 | Continue analysis of P's docs. Pull exhibits for<br>mediation                                                                                                                                             | 1.00 | \$550.00 | \$550.00   |
| CJ | 10/26/2023 | Continue analysis of Def's docs. Pull exhibits for<br>mediation                                                                                                                                           | 1.00 | \$550.00 | \$550.00   |
| CJ | 11/10/2023 | Evaluate case and claims in preparation for                                                                                                                                                               | 1.00 | \$550.00 | \$550.00   |

|     |            |                                                                                                                                                                                                                                                                                  |      |          |            |
|-----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | annotating mediation chart                                                                                                                                                                                                                                                       |      |          |            |
| CJ  | 11/10/2023 | Analyze docs received from OPC for mediation, ensure expert has docs                                                                                                                                                                                                             | 1.00 | \$550.00 | \$550.00   |
| CJ  | 11/10/2023 | Continue analysis of wrongful term claim adn docs in file related thereto                                                                                                                                                                                                        | 1.50 | \$550.00 | \$825.00   |
| NDB | 11/15/2023 | Review court docket and case file. Analyze discovery to date. Review all data produced by Defendant for mediation purposes. Analyze wage and hour policy documents. Conference with Plaintiff to discuss facts for mediation brief and settlement authority. Prep for mediation. | 5.20 | \$850.00 | \$4,420.00 |
| CJ  | 11/28/2023 | Evaluate status of claims and information received to date for mediation, review expert requests and respond to same                                                                                                                                                             | 1.00 | \$550.00 | \$550.00   |
| CJ  | 11/29/2023 | Continue review of exhibits in file, review work week definition adn timing for Plaintiff's work shifts, advise expert and AJB                                                                                                                                                   | 1.00 | \$550.00 | \$550.00   |
| NDB | 11/29/2023 | Review pay stub exemplars for 510 and wage statement claims. Legal research regarding back pay and punitive damages for whistleblower claims and wage statement violations. Discuss with Plaintiff.                                                                              | 3.10 | \$850.00 | \$2,635.00 |
| SB  | 12/01/2023 | Speak with client in advance of mediation, analyze claims, advise AJB                                                                                                                                                                                                            | 2.60 | \$450.00 | \$1,170.00 |
| NDB | 12/02/2023 | Research previous settlements with similar claims and workweeks for mediation valuation. Review case demographics. Draft MOU for mediation.                                                                                                                                      | 3.60 | \$850.00 | \$3,060.00 |
| SB  | 12/08/2023 | Prepare for mediation, review and analyze mediation brief, advise AJB                                                                                                                                                                                                            | 2.60 | \$450.00 | \$1,170.00 |
| NDB | 12/10/2023 | Review all mediation materials including briefs and exhibits thereto. Review and analyze expert damage and penalty report and notes and assumptions. Prepare for mediation.                                                                                                      | 2.10 | \$850.00 | \$1,785.00 |
| AB  | 12/11/2023 | Prep and appear for mediation.                                                                                                                                                                                                                                                   | 5.00 | \$895.00 | \$4,475.00 |
| SB  | 12/11/2023 | Attend mediation                                                                                                                                                                                                                                                                 | 8.00 | \$450.00 | \$3,600.00 |
| AB  | 12/18/2023 | Draft/circulate MOU.                                                                                                                                                                                                                                                             | 1.00 | \$895.00 | \$895.00   |
| NDB | 12/20/2023 | Review and analyze mediation results and notes. Review MOU terms. Send MOU for signature to Plaintiff. Conference with Plaintiff to discuss terms and settlement amounts. Follow up calls and emails to obtain signature.                                                        | 1.40 | \$850.00 | \$1,190.00 |
| VR  | 01/11/2024 | Draft: draft joint ISC statement; review MOU; review settlement docs; correspondence to Def;                                                                                                                                                                                     | 2.00 | \$750.00 | \$1,500.00 |

|    |            |                                                                                                                                    |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | advise PM                                                                                                                          |      |          |            |
| PM | 01/11/2024 | Review and analyze MOU; draft long-form settlement agreement.                                                                      | 3.50 | \$750.00 | \$2,625.00 |
| VR | 01/12/2024 | Review and Revise: review and revise joint ISC statement; review correspondence between parties; correspondence to Def             | 1.00 | \$750.00 | \$750.00   |
| PM | 01/12/2024 | Review and revise long form agreement; review and strategize MOU regarding individual agreement.                                   | 1.50 | \$750.00 | \$1,125.00 |
| PM | 01/17/2024 | Strategize re individual settlement agreement; begin drafting individual agreement.                                                | 2.00 | \$750.00 | \$1,500.00 |
| GG | 01/18/2024 | Fix formatting on settlement agreement draft.                                                                                      | 0.50 | \$250.00 | \$125.00   |
| PM | 01/18/2024 | Draft, review, revise individual settlement agreement; draft amended complaints in original class action and original PAGA action. | 4.00 | \$750.00 | \$3,000.00 |
| PM | 01/19/2024 | Review and revise individual settlement agreement.                                                                                 | 1.00 | \$750.00 | \$750.00   |
| PM | 02/06/2024 | Review and revise draft amended complaint; review MOU and draft settlement agreement.                                              | 1.00 | \$750.00 | \$750.00   |
| PM | 02/12/2024 | Review and revise stipulations to amend complaints in class action and PAGA action.                                                | 0.50 | \$750.00 | \$375.00   |
| VR | 02/14/2024 | Review and Analyze: review correspondence between parties and proposed amendments; review draft amended complaint; advise PM       | 0.40 | \$750.00 | \$300.00   |
| GG | 02/20/2024 | File and serve stip for leave to file SAC in class action.                                                                         | 0.50 | \$250.00 | \$125.00   |
| GG | 02/21/2024 | Tel. call with LA civil re stipulation rejected.                                                                                   | 0.40 | \$250.00 | \$100.00   |
| GG | 02/22/2024 | Reformat Stipulation re order to file SAC per LA courts new requirement.                                                           | 1.80 | \$250.00 | \$450.00   |
| PM | 02/26/2024 | Review Def. revisions to long form settlement agreement and individual agreement; analyze revisions and strategize re the same.    | 1.00 | \$750.00 | \$750.00   |
| KN | 02/28/2024 | Review Def revisions to Agreement; review memo from PM; advise PM                                                                  | 1.00 | \$950.00 | \$950.00   |
| PM | 02/28/2024 | Review and revise individual settlement agreement.                                                                                 | 0.75 | \$750.00 | \$562.50   |
| GG | 03/01/2024 | Finalize, update POS, file and serve Second amended Complaint.                                                                     | 0.90 | \$250.00 | \$225.00   |
| PM | 03/05/2024 | Review and revise long form settlement agreement; review and revise individual                                                     | 1.00 | \$750.00 | \$750.00   |

|     |            |                                                                                                                                                                                                                                 |      |          |            |
|-----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | settlement agreement; upload SAC to LWDA website.                                                                                                                                                                               |      |          |            |
| GG  | 03/06/2024 | Finalize stipulation and order for dismissal/filing of SAC, file and serve.                                                                                                                                                     | 1.10 | \$250.00 | \$275.00   |
| GG  | 03/12/2024 | Finalize, file and serve second amended complaint in individual action.                                                                                                                                                         | 0.40 | \$250.00 | \$100.00   |
| GG  | 03/12/2024 | Fix formatting for individual settlement agreement.                                                                                                                                                                             | 0.60 | \$250.00 | \$150.00   |
| PM  | 03/12/2024 | Review and revise settlement agreement.                                                                                                                                                                                         | 0.50 | \$750.00 | \$375.00   |
| KN  | 03/13/2024 | Review status and final agreement; prepare executed agreement and email Def; memo to staff                                                                                                                                      | 0.60 | \$950.00 | \$570.00   |
| GG  | 03/13/2024 | Tel. call with court clerk to schedule date for motion for preliminary approval, and circulate email.                                                                                                                           | 0.30 | \$250.00 | \$75.00    |
| NDB | 03/13/2024 | Review and analyze individual and long form settlement agreement terms and exhibits for conformity with MOU terms. Send agreements to Plaintiff for signatures. Conference to discuss terms and process of settlement approval. | 1.50 | \$850.00 | \$1,275.00 |
| KN  | 03/15/2024 | Draft Exhibits to Agreement; research issue; email draft exhibits to the Defendant                                                                                                                                              | 4.00 | \$950.00 | \$3,800.00 |
| PM  | 03/21/2024 | Draft Joint CMC Statement; review and revise and finalize and file and serve Joint CMC statement.                                                                                                                               | 1.00 | \$750.00 | \$750.00   |
| PM  | 03/25/2024 | Review fully executed settlement agreements; strategize re next steps and upcoming CMC; advise team re the same.                                                                                                                | 0.50 | \$750.00 | \$375.00   |
| GG  | 03/26/2024 | ROA review/add remote appearance information re Status Conf. to weekly email/circulate.                                                                                                                                         | 0.10 | \$250.00 | \$25.00    |
| CJ  | 03/28/2024 | Prepare to appear at Status Conference                                                                                                                                                                                          | 1.00 | \$550.00 | \$550.00   |
| CJ  | 03/28/2024 | Appear at Status Conference, analyze outcome and memorialize to firm                                                                                                                                                            | 1.00 | \$550.00 | \$550.00   |
| KN  | 04/30/2024 | Review status; review procedures for Court and analysis of approval issues; review checklist                                                                                                                                    | 0.40 | \$950.00 | \$380.00   |
| KN  | 05/07/2024 | Review documents and kullar valuation; draft motion for prelim approval; update proposed order; email Defendant                                                                                                                 | 4.00 | \$950.00 | \$3,800.00 |
| RE  | 05/10/2024 | Review file; draft declaration of Rachel MacDonald in support of motion for preliminary approval of class settlement/service award request; email to client re draft declaration                                                | 2.50 | \$675.00 | \$1,687.50 |
| KN  | 05/15/2024 | Draft declaration ISO motion                                                                                                                                                                                                    | 3.50 | \$950.00 | \$3,325.00 |

|     |            |                                                                                                                                                                               |      |          |            |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| KN  | 05/15/2024 | Review and revise motion for preliminary approval; review Defendant comments; memo to Admin re Decl.                                                                          | 1.50 | \$950.00 | \$1,425.00 |
| KN  | 05/16/2024 | work on declaration and kullar valuation section; review and revise declaration for final                                                                                     | 1.75 | \$950.00 | \$1,662.50 |
| KN  | 05/16/2024 | Review and revise motion for final; file and serve motion; serve LWDA                                                                                                         | 1.75 | \$950.00 | \$1,662.50 |
| GG  | 09/11/2024 | ROA check re upcoming motion for prelim app. to confirm time, dept, and remote app requirements.                                                                              | 0.10 | \$250.00 | \$25.00    |
| KN  | 09/17/2024 | Court appearance - preliminary approval; prepare for hearing; review documents; memo to file                                                                                  | 1.00 | \$950.00 | \$950.00   |
| KN  | 09/18/2024 | Review order; memo to Admin with documents; analysis of docket and next steps                                                                                                 | 0.50 | \$950.00 | \$475.00   |
| KN  | 09/25/2024 | Review emails; review timeline; check docket and download order; review signed Order and email Admin.                                                                         | 0.50 | \$950.00 | \$475.00   |
| KN  | 10/30/2024 | Review Admin email and formatted notice; review spreadsheet of calculations and double check figures; update approval chart and respond to Admin                              | 0.50 | \$950.00 | \$475.00   |
| NDB | 12/03/2024 | Review facts and law. Draft mediation brief.                                                                                                                                  | 5.20 | \$850.00 | \$4,420.00 |
| PM  | 12/12/2024 | Review preliminary approval order and settlement agreement; advise CJ re individual wrongful term action; review and revise OSC statement in individual wrongful term action. | 0.50 | \$750.00 | \$375.00   |
| CJ  | 12/12/2024 | Research status of PAGA case                                                                                                                                                  | 1.50 | \$550.00 | \$825.00   |
| CJ  | 12/12/2024 | Draft OSC Statement, revise per PM directive, review settlement agreement                                                                                                     | 1.00 | \$550.00 | \$550.00   |
| KN  | 12/12/2024 | Review Admin email and weekly report                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| GG  | 12/13/2024 | Finalized, filed, served, and saved OSC statement re status of settlement in PAGA action.                                                                                     | 0.30 | \$250.00 | \$75.00    |
| GG  | 12/16/2024 | Reviewed court notification re filed status conf. statement, and saved to file.                                                                                               | 0.10 | \$250.00 | \$25.00    |
| CJ  | 12/20/2024 | Prepare for OSC hearing                                                                                                                                                       | 1.00 | \$550.00 | \$550.00   |
| CJ  | 12/20/2024 | Appear at OSC hearing, memorialize outcome to firm                                                                                                                            | 1.00 | \$550.00 | \$550.00   |
| KN  | 12/20/2024 | Review Admin email and weekly report                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| KN  | 12/27/2024 | Review Admin email and weekly report                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| NDB | 01/05/2025 | Review and respond to class member inquires.                                                                                                                                  | 0.90 | \$850.00 | \$765.00   |

| Analyze court docket and case file. |            |                                                                                                                                                                                                               |      |                     |            |
|-------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------|------------|
| GG                                  | 01/09/2025 | Downloaded conformed copy of cmc stmt.                                                                                                                                                                        | 0.10 | \$250.00            | \$25.00    |
| GG                                  | 03/05/2025 | Reviewed notice re rejected filing, edited notice of association, finalized, and emailed to co-counsel for review.                                                                                            | 0.30 | \$250.00            | \$75.00    |
| VR                                  | 03/15/2025 | Draft: draft motion for final approval; review preliminary approval motion; review court's order and complaint; review correspondence between parties                                                         | 1.20 | \$750.00            | \$900.00   |
| VR                                  | 03/16/2025 | Draft: draft motion for final approval; draft notice of motion; review court's orders and docket; review motion for preliminary approval; review supporting documents; review correspondence between parties  | 2.50 | \$750.00            | \$1,875.00 |
| VR                                  | 03/17/2025 | Review and Revise: review and revise motion for final approval; review administrator's declaration and data; advise KN                                                                                        | 1.10 | \$750.00            | \$825.00   |
| KN                                  | 03/17/2025 | Review and revise motion for final approval; review draft Admin declaration; revised proposed order; memo to VR; email draft motion to the Defendant                                                          | 2.75 | \$950.00            | \$2,612.50 |
| VR                                  | 03/20/2025 | Draft: draft declaration of NBB; review exhibits and court's orders; review motion for final approval; review preliminary approval motion; review settlement agreement; review correspondence between parties | 1.80 | \$750.00            | \$1,350.00 |
| VR                                  | 03/21/2025 | Review and Revise: review and revise declaration of NBB; review exhibits and court's orders; review motion for final approval; review preliminary approval motion; advise KN                                  | 1.00 | \$750.00            | \$750.00   |
| KN                                  | 03/25/2025 | Review and revise declaration; review billing for accuracy; memo to staff                                                                                                                                     | 1.00 | \$950.00            | \$950.00   |
| KN                                  | 03/25/2025 | Review and revise motion; prepare supporting documents; finalize motion; file and serve motion; serve LWDA.                                                                                                   | 3.00 | \$950.00            | \$2,850.00 |
| <b>Services Subtotal</b>            |            |                                                                                                                                                                                                               |      | <b>\$155,698.26</b> |            |

**Expenses**

| Type    | Date       | Notes                    | Quantity | Rate       | Total      |
|---------|------------|--------------------------|----------|------------|------------|
| Expense | 10/04/2022 | PAGA Filing Fee          | 1.00     | \$75.00    | \$75.00    |
| Expense | 12/01/2022 | Court fees/OneLegal Fees | 1.00     | \$1,494.53 | \$1,494.53 |

|         |            |                                                           |      |             |             |
|---------|------------|-----------------------------------------------------------|------|-------------|-------------|
| Expense | 12/30/2022 | Onelegal/Court Fee                                        | 1.00 | \$465.03    | \$465.03    |
| Expense | 02/01/2023 | Onelegal/court fees                                       | 1.00 | \$17.66     | \$17.66     |
| Expense | 02/02/2023 | Onelegal/court fees                                       | 1.00 | \$41.44     | \$41.44     |
| Expense | 02/02/2023 | Onelegal/court fees                                       | 1.00 | \$13.33     | \$13.33     |
| Expense | 02/03/2023 | Onelegal/court fees                                       | 1.00 | \$82.62     | \$82.62     |
| Expense | 02/28/2023 | KNOX filing and messenger service.                        | 1.00 | \$65.55     | \$65.55     |
| Expense | 02/28/2023 | KNOX filing and messenger service.                        | 1.00 | \$118.55    | \$118.55    |
| Expense | 02/28/2023 | KNOX filing and messenger service.                        | 1.00 | \$32.75     | \$32.75     |
| Expense | 03/07/2023 | One Legal Filing Fee: One Legal Filing Fee                | 1.00 | \$82.36     | \$82.36     |
| Expense | 03/13/2023 | filing via One Legal                                      | 1.00 | \$17.66     | \$17.66     |
| Expense | 04/12/2023 | Mediation Fees - Serratore                                | 1.00 | \$13,750.00 | \$13,750.00 |
| Expense | 06/02/2023 | Caseanywhere                                              | 1.00 | \$130.20    | \$130.20    |
| Expense | 07/19/2023 | Court filing via OneLegal                                 | 1.00 | \$13.33     | \$13.33     |
| Expense | 07/20/2023 | Court filing via OneLegal                                 | 1.00 | \$38.25     | \$38.25     |
| Expense | 07/20/2023 | Court filing via OneLegal                                 | 1.00 | \$38.25     | \$38.25     |
| Expense | 08/03/2023 | legal research; document retrieval from LA Superior Court | 1.00 | \$11.00     | \$11.00     |
| Expense | 08/03/2023 | legal research; document retrieval from LA Superior Court | 1.00 | \$23.80     | \$23.80     |
| Expense | 08/04/2023 | Court filing via OneLegal                                 | 1.00 | \$17.66     | \$17.66     |
| Expense | 08/04/2023 | Court filing via OneLegal                                 | 1.00 | \$17.66     | \$17.66     |
| Expense | 08/09/2023 | Court filing via OneLegal                                 | 1.00 | \$17.66     | \$17.66     |
| Expense | 08/10/2023 | Court filing via OneLegal                                 | 1.00 | \$61.77     | \$61.77     |
| Expense | 08/11/2023 | Court filing via OneLegal                                 | 1.00 | \$77.21     | \$77.21     |
| Expense | 08/11/2023 | Court filing via OneLegal                                 | 1.00 | \$77.21     | \$77.21     |
| Expense | 09/04/2023 | Case Anywhere Fee                                         | 1.00 | \$159.00    | \$159.00    |
| Expense | 12/08/2023 | Case Anywhere.                                            | 1.00 | \$135.00    | \$135.00    |
| Expense | 01/03/2024 | Berger Consulting.                                        | 1.00 | \$6,480.00  | \$6,480.00  |
| Expense | 02/21/2024 | One Legal Filing Fee: One Legal Filing Fee                | 1.00 | \$15.39     | \$15.39     |
| Expense | 02/23/2024 | One Legal Filing Fee: One Legal Filing Fee                | 1.00 | \$40.30     | \$40.30     |
| Expense | 03/02/2024 | One Legal Filing Fee: One Legal Filing Fee                | 1.00 | \$19.71     | \$19.71     |

|         |            |                                            |      |                          |                    |
|---------|------------|--------------------------------------------|------|--------------------------|--------------------|
| Expense | 03/05/2024 | Case Anywhere Fees.                        | 1.00 | \$165.00                 | \$165.00           |
| Expense | 03/07/2024 | One Legal Filing Fee: One Legal Filing Fee | 1.00 | \$40.30                  | \$40.30            |
| Expense | 03/13/2024 | One Legal Filing Fee: One Legal Filing Fee | 1.00 | \$19.71                  | \$19.71            |
| Expense | 03/22/2024 | One Legal Filing Fee: One Legal Filing Fee | 1.00 | \$19.71                  | \$19.71            |
| Expense | 03/23/2024 | One Legal Filing Fee                       | 1.00 | \$51.84                  | \$51.84            |
| Expense | 05/17/2024 | Filing fee - motion                        | 1.00 | \$81.48                  | \$81.48            |
| Expense | 06/05/2024 | Caseanywhere Fees                          | 1.00 | \$183.00                 | \$183.00           |
| Expense | 09/05/2024 | Case Anywhere Fees                         | 1.00 | \$135.00                 | \$135.00           |
| Expense | 12/06/2024 | Case Anywhere Fees.                        | 1.00 | \$135.00                 | \$135.00           |
| Expense | 12/16/2024 | One Legal Filing Fee: One Legal Filing Fee | 1.00 | \$21.37                  | \$21.37            |
| Expense | 03/05/2025 | Case Anywhere Fees                         | 1.00 | \$135.00                 | \$135.00           |
| Expense | 03/25/2025 | Filing fee - motion for final approval     | 1.00 | \$60.00                  | \$60.00            |
|         |            |                                            |      | <b>Expenses Subtotal</b> | <b>\$24,677.29</b> |

| Time Keeper          | Quantity | Rate     | Total        |
|----------------------|----------|----------|--------------|
| AJ Bhowmik           | 6.0      | \$895.00 | \$5,370.00   |
| Scott Blumenthal     | 18.4     | \$450.00 | \$8,280.00   |
| Nicholas De Blouw    | 52.5     | \$850.00 | \$44,625.00  |
| Ricardo Ehmann       | 18.8     | \$675.00 | \$12,690.00  |
| Charlotte James      | 24.5     | \$550.00 | \$13,475.00  |
| Piya Mukherjee       | 25.15    | \$750.00 | \$18,862.50  |
| Kyle Nordrehaug      | 30.95    | \$950.00 | \$29,402.50  |
| Victoria Rivapalacio | 27.7     | \$750.00 | \$20,775.00  |
| Gerardo Galaviz      | 8.87     | \$250.00 | \$2,218.26   |
|                      |          | Subtotal | \$180,375.55 |
|                      |          | Total    | \$180,375.55 |

Detailed Statement of Account

Current Invoice

| Invoice Number           | Due On     | Amount Due   | Payments Received | Balance Due  |
|--------------------------|------------|--------------|-------------------|--------------|
| 1                        | 04/24/2025 | \$180,375.55 | \$0.00            | \$180,375.55 |
| Outstanding Balance      |            |              |                   | \$180,375.55 |
| Total Amount Outstanding |            |              |                   | \$180,375.55 |

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

Please pay within 30 days.

**EXHIBIT #4**

# LAFFEY MATRIX

History

Case Law

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Home

|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>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 |
|----------------|--------|------|-------|-------|-------|-------|-------|

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

**EXHIBIT #5**

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

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Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

RACHEL MACDONALD, an  
individual, on behalf of herself and on  
behalf of all persons similarly  
situated,

Plaintiff,

vs.

BEST FRIENDS ANIMAL  
SOCIETY, a Utah Corporation; and  
DOES 1 through 50, inclusive,

Defendants.

Lead Case No. 22STCV37493

**DECLARATION OF RACHEL  
MACDONALD IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

Hearing Date: September 17, 2024

Hearing Time: 10:00 a.m.

Judge: Hon. Kenneth R. Freeman

Dept: SS-14

Date Filed: November 30, 2022

Trial Date: Not set

1 I, Rachel MacDonald, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the  
3 above-entitled matter. I submit this declaration in support of the motion for preliminary approval  
4 of class settlement and in support of my application for a Class Representative service payment.

5 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 was employed by the defendant Best Friends Animal Society (“BFAC”) in California from  
8 August of 2021 to August of 2022 and during that time period I was classified by BFAC as a non-  
9 exempt employee.  
10

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

19 5. I decided to pursue this action and be a plaintiff/class representative because I felt  
20 that my legal rights as an employee and others like me were violated. For example, I often did  
21 not receive compliant meal and rest breaks which were either late, short and/or interrupted or  
22 missed entirely– and when these violations occurred I did not receive all the meal and rest break  
23 penalty payments I was entitled to. I also was not paid wages for all the time I worked, such as  
24 when I had to work during my meal breaks or the time I spent putting on personal protective gear  
25 before I clocked in. I also had to use my personal cell phone for work-related issues, such as  
26 speaking with foster parents who had medical emergencies or had questions, but BFAC did not  
27  
28

1 reimburse me the reasonable expenses I incurred using my phone for work-related purposes.

2 6. I spoke to my attorneys several times and discussed how BFAC implemented  
3 its company policies and procedures. I also assisted my attorneys in their investigation into my  
4 claims by providing them documents and answering their questions. I reviewed the complaint  
5 before it was filed and was given access to an electronic file sharing program that alerted me via  
6 email when important documents were filed so that I could review them and keep up with the  
7 developments in the case which I understood was one of my duties as a class representative. I  
8 could also access court filings from this case on my attorney's law firm website.  
9

10 7. Even though this action is in the process of settling, I was and remain prepared to  
11 perform all the duties of a class representative. I understand that as a class representative I have  
12 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class  
13 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the  
14 benefit of the class members and surrender any right to compromise the group action for an  
15 individual gain.  
16

17 8. I understood that being a plaintiff/class representative in this case meant that I was  
18 seeking damages not only for myself but also other individuals working for BFAC in California  
19 who make up the class. I felt that these individuals were not aware of their labor law rights and  
20 even if they were they would probably be apprehensive about speaking up or even simply because  
21 of the time, effort and risk involved in filing a class action lawsuit.  
22

23 9. I understood that being a part of this lawsuit involved risks. For example, my  
24 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to  
25 pay for all or part of the attorney fees and costs paid by BFAC to defend this lawsuit. I also knew  
26 that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade  
27 me as a potential hire. Ultimately I decided these risks were worth it and decided to fight for my  
28

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

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

5 11. A mediation took place on December 11, 2023 with Steven Serratore, Esq., a well-  
6 respected and experienced mediator of wage and hour class actions. Following the mediation the  
7 parties were able to reach an agreement to settle the action based on a mediator's proposal. I  
8 communicated with my attorneys regarding the terms of the settlement which was reached between  
9 the parties and understood that I was representing absent class members and therefore wanted the  
10 best possible result to be obtained for the class members and I believe a very positive result was in  
11 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on  
12 December 21, 2023. When the final settlement agreement was ready I reviewed it closely and  
13 signed it on March 13, 2024.

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

21 13. My attorneys explained to me that the settlement process involves a two-step review  
22 by the Court to determine whether the settlement is fair before approving the settlement. I know  
23 this process also involves notifying all class members of the settlement terms and of their rights to  
24 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.  
25  
26  
27  
28

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

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against BFAC. I believe the Class Representative service payment I have requested provides me with some compensation for this agreed release.

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

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

Executed on May 10, 2024, at Brentwood, California.  
(city, state)

*RJL*  
Rachel J Macdonald (May 10, 2024 16:41 PDT)  
Rachel MacDonald