

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
6 Jeffrey Herman (State Bar #280058)

7 2255 Calle Clara
8 La Jolla, CA 92037
9 Telephone: (858) 551-1223
10 Facsimile: (858) 551-1232

11 Email: Kyle@bamlawca.com
12 Website: www.bamlawca.com

13 Attorneys for Plaintiffs

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF STANISLAUS**

16 TYEISHA TRAVIS, ALEJANDRA
17 NAVA, an individual, on behalf of
18 themselves, and on behalf of all persons
19 similarly situated,

20 Plaintiffs,

21 vs.

22 COMMUNITY HOSPICE, INC., a
23 California Corporation; and Does 1
24 through 50, Inclusive,

25 Defendants.

CASE NO.: **CV-23-001773**

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

Hearing Date: July 8, 2026

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated March 11, 2026]

Judge: Hon. Clifford Tong
Dept: 23

Date Filed: April 4, 2023

Trial Date: Not set

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

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

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
22 the 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. Plaintiffs and Defendant Community

1 Hospice, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which is
2 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant is One Million Fifty Thousand Dollars (\$1,050,000)
4 (the “Gross Settlement Amount”) (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross
5 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to
6 the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to the
8 Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

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

12 (c) Defendant shall fund the Gross Settlement Amount by transmitting the funds to the
13 Administrator by either December 1, 2026 or within sixty (60) days of Defendant's receipt of the
14 Employee Retention Tax Credit, whichever occurs first. (Agreement at ¶ 4.3.) Defendant shall also fully
15 fund all employer-side payroll taxes will within fourteen (14) days after Defendant funds the Gross
16 Settlement Amount.. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating
17 Class Members along with the other Court-approved distributions shall be made within 14 days after the
18 Defendant funds the settlement. (Agreement at ¶ 5.1.)

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

1 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
2 the Court by mailing the notice packets after updating class members' addresses using the National
3 Change of Address database and, for any notice packets returned as undeliverable. See forthcoming
4 Declaration of Administrator, Madely Nava ("Nava Decl."). Class Members were provided with the
5 opportunity to exclude themselves or "opt out" if they did not want to participate in the settlement.
6 (Agreement at ¶ 8.5, Ex. A.) To date, there have been no objections and no requests to opt-out. As such,
7 currently, the entire Class (100%) has elected participate in the Settlement and will be sent a settlement
8 check. The final details of the Administration process will be detailed in the forthcoming Nava Decl. to
9 be filed in advance of the hearing after the Response Deadline. All Aggrieved Employees will be paid
10 their allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released
11 Claims regardless of any request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice
12 advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
13 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

19 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the
20 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid
21 for settlement administration in an amount not to exceed \$9,625. (Agreement at ¶ 3.2(c).) The final
22 Administration Expenses Payment is \$8,750 as detailed in the forthcoming Nava Decl.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
26 Counsel Litigation Expenses Payment in an amount not to exceed \$55,000. (Agreement at ¶ 3.2(b).)
27 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the
28 Plaintiffs as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these

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

3 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
4 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
5 Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$50,000, to be allocated 75% (\$37,500) to the
6 LWDA PAGA Payment and 25% (\$12,500) to the Individual PAGA Payments.¹ (Agreement at ¶ 3.2(d).)
7 The Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved
8 Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked
9 by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
10 Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
11 service, the LWDA has been served with this motion and the Agreement.

12 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
13 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
14 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
15 Settlement valued at \$1,050,000 is an excellent result for the Class. This result is particularly favorable
16 in light of the fact that liability and class certification in this case were far from certain in light of the
17 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
18 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
19 settlement is fair, reasonable and adequate, and should be finally approved.

20
21 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
22 dated March 11, 2026 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
23 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On April 10,
24 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
25 each class member with the terms of the Settlement, including notice of the claims at issue and the
26 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being

27
28 ¹ The 75/25 allocation is required by Labor Code § 2699, because this action filed before June 2024
is not subject to the amended version of Labor Code § 2699.

1 sought, how individual settlement awards would be calculated, and the specific, estimated payment
2 amount to that individual. See Nava Decl. In disseminating the notice, the Administrator followed the
3 notice procedures authorized by the Court in its Preliminary Approval Order. To date, there have been
4 no objections and no requests to opt-out. As such, currently the entire Class (100%) has elected
5 participate in the Settlement and will be sent a settlement check. The final details of the Administration
6 process will be detailed in the forthcoming Nava Decl. to be filed in advance of this hearing after the
7 response deadline has passed.

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

17
18 6. Procedural History of the Litigation

19 (a) On December 16, 2022, Plaintiff Tyeisha Travis filed with the LWDA and served on
20 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
21 recover civil penalties on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201,
22 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
23 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
24 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of the
25 applicable Industrial Welfare Commission Wage Order(s). This PAGA Notice was submitted in support
26 of the Motion for Preliminary Approval.

27 (b) On April 4, 2023, Plaintiff Travis filed a class action Complaint against Defendant in the
28 Superior Court of the State of California, County of Stanislaus (the "Action"). This Class Action

1 Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus
2 & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor
3 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
4 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§
5 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and
6 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code §
7 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code §
8 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
9 and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246.²
10 On April 5, 2023 Plaintiff Travis filed a separate Representative Action Complaint against Defendant
11 in the Superior Court of the State of California, County of Stanislaus (the “PAGA Action”). The PAGA
12 Action asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§
13 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 221, 226(a), 226.7, 227.3,
14 246, et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
15 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14)
16 (failure to provide seating), and the applicable Wage Order(s). On August 14, 2023, the Parties filed a
17 Joint Stipulation to Consolidate Cases and for Leave for Plaintiff Travis to File a First Amended
18 Consolidated Class And Representative Action Complaint ("FAC") in the Class Action that adds all
19 parties and claims originally filed in the PAGA Action. The FAC was filed on August 25, 2023.

20 (c) On August 9, 2024, Plaintiffs filed a Second Amended Consolidated Class And Representative
21 Action Complaint in this Action adding Alejandra Nava as named Plaintiff and proposed class
22 representative. The Second Amended Consolidated Class And Representative Action Complaint is the
23 operative complaint in the Action (the “Operative Complaint”).

24 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
25 both formal and informal discovery and the production of documents, class data, and other information,
26

27 ² The complaint also alleged individual claims on behalf of Plaintiff Travis only for (1)
28 discrimination and retaliation in Violation of FEHA; and (2) constructive discharged and other adverse
employment actions in violation of public policy.

1 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
2 information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data
3 covering 326 employees and 17,236 pay periods and time punch data for the Class covering 3,029 shifts
4 over the period of 8/26/2019 - 1/6/2024; (3) Defendant's wage and hour policies; (4) the employment
5 files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class
6 Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to
7 prepare the valuations of the claims for the Class.

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

14 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
15 to mediation, the Parties engaged in the above investigation and the exchange of documents and
16 information in connection with the Action. On January 30, 2024, the Parties participated in an all-day
17 mediation presided over by Brandon McKelvey, but te matter did not settle at the January 30, 2024
18 mediation. Subsequently, on April 8, 2025, the Parties participated in an all-day mediation presided over
19 by Hon. Carl J. West (ret.), a respected and experienced mediator of wage and hour class actions.
20 Following this second mediation, the Parties agreed to settle the Action based upon a mediator's proposal
21 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
22 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
23 length and contentious.

24 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
25 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
26 settlement, the Action are appropriate for class and/or representative treatment. Defendant contends,
27 among other things, that it has complied at all times with the California Labor Code, applicable Wage
28 Order, and all other laws and regulations. Further, Defendant contends that class certification is

1 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
2 California wage and hour laws. Plaintiffs further contend that the Actions are appropriate for class
3 certification on the basis that the claims meet the requisites for class certification. Without admitting that
4 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
5 purposes only. (Agreement at ¶ 2.4.) The Parties agree that certification for settlement purposes is not
6 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
7 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
8 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
9 with respect to the Class are satisfied.

10 (h) Class Counsel has conducted an investigation into the facts of the class action. Both formal
11 and informal discovery was obtained, which included the production of thousands of pages relevant
12 documents and data. Class Counsel engaged in a thorough review and analysis of the relevant documents
13 and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class
14 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
15 success on the merits and the results that could be obtained through further litigation. In addition, Class
16 Counsel previously negotiated settlements with other employers in actions involving nearly identical
17 issues and analogous defenses. Based on the foregoing data and their own independent investigation,
18 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms set
19 forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of
20 all known facts and circumstances, including the risk of significant delay, defenses asserted by
21 Defendant, and potential appellate issues.

22 23 7. History of Settlement Discussions

24 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
25 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
26 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
27 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
28 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel

1 who has previously litigated similar claims against other employers.

2 (b) The Parties attended a mediation session with Hon. Carl J. West (Ret.), a respected and
3 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
4 for the mediation, Defendant provided to Plaintiffs and Class Counsel payroll and employment data and
5 other information regarding the Class Members, various internal documents, and other compensation and
6 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
7 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following this all-day
8 mediation, the Parties agreed to this Settlement based upon a mediator's proposal. The final settlement
9 terms were negotiated and set forth in the Agreement now presented for this Court's approval.

10 (c) From June 2025 to October 2025, the settlement agreement and exhibits thereto were
11 finalized and executed. On March 11, 2026, the Court entered the Order granting preliminary approval
12 of the settlement as fair and reasonable to the Class.

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

15

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

17 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
18 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
19 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that
20 work time was properly recorded. Defendant maintained there was no underpayment of overtime wages,
21 meal premiums or sick pay to the Plaintiffs and the Class. Defendant contends that its meal and rest
22 period policies fully complied with California law and that Defendant did not fail to provide the
23 opportunity for legally required meal and rest breaks. Defendant could argue that its payment of
24 significant meal period premiums is evidence of its lawful practices. Defendant contends that there was
25 no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary
26 such that reimbursement was not legally required. Finally, Defendant has an argument that the Supreme
27 Court decision in *Brinker v. Superior Court*, 53 Cal.4th 1004 (2012), weakened Plaintiffs' claims, on
28 liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues that

1 based on its facially lawful practices, Defendant acted in good faith and without willfulness, which if
2 accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g.
3 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1065 (2024) (“if an employer reasonably and in
4 good faith believed it was providing a complete and accurate wage statement in compliance with the
5 requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage
6 statement law.”) If successful, Defendant’s defenses could eliminate or substantially reduce any recovery
7 to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these
8 defenses have merit and therefore present a serious risk to recovery by the Class.

9 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
10 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
11 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
12 propriety of class certification, arguing that individual issues precluded class certification. Further, as
13 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.4th
14 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
15 been certified. While other cases have approved class certification in wage and hour claims, class
16 certification in this action was hotly disputed and the maintenance of a certified class through trial was
17 by no means a foregone conclusion.

18 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
19 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
20 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
21 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
22 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
23 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
24 and length of a trial against Defendant through possible appeals which could take at least another two
25 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
26 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
27 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
28 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery

1 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
2 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
3 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

4 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
5 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
6 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
7 favorably to the value of the claims. Based upon 402 Participating Class Members who collectively
8 worked 54,472 Workweeks, the Gross Settlement Amount provides a value of \$2,611 per Class Member
9 and \$19.27 per Workweek and after deductions, the Net Settlement Amount provides an average recovery
10 of \$1,408.58 per Class Member and a recovery of \$10.39 per Workweek. The calculations to compensate
11 for the amount due for the Class at the time of the mediation were calculated by Berger Consulting,
12 Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used the
13 expert to analyze the data and determine the potential unpaid wages for the employees. For the Class,
14 maximum potential damages were calculated to be \$2,540,270 for the alleged unpaid wages for off-the-
15 clock work at one hour per week, \$28,673 for alleged underpaid overtime due to the miscalculation of
16 the regular rate, \$30,940 for the alleged underpaid meal premiums and sick pay due to the miscalculation
17 of the regular rate, \$2,487,201 for alleged meal period damages based upon a 33.6% potential violation
18 rate for all shifts worked observed in the time records and after deducting for meal premiums already paid
19 by Defendant, \$2,578,473 for alleged rest period damages using the same 15.9% violation rate for shifts
20 worked that was observed for meal period records, \$62,030 for alleged unreimbursed cell-phone expenses
21 at \$5 per month. As a result, the total damage valuation was calculated such that Defendant was subject
22 to a maximum damage claim in the amount of \$7,727,588. As to potential penalties, Plaintiffs calculated
23 that potential waiting time penalties were a maximum of \$1,765,240, and potential maximum wage
24 statement penalties were \$1,028,000.³ Defendant vigorously disputed Plaintiffs' calculations and
25

26 ³ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
27 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
28 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584

1 exposure theories. Consequently, the Gross Settlement Amount of \$1,050,000 represents more than
2 13.5% of the maximum value of the alleged damages at issue in this case at the time this Settlement was
3 negotiated.⁴ Importantly, the recent decision that good faith belief of compliance by the employer in
4 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1065 (2024), could completely negate the claims
5 for waiting time and wage statement penalties, even if wages were owed to the Class. The above
6 maximum calculations should then be realistically risk-adjusted in consideration for both the risk of class
7 certification and the risk of establishing class-wide liability on all claims. Finally, as important
8 consideration was the Defendant's financial circumstances and ability to pay, verified by the Declaration
9 of Toby Benguerel at ¶ 7 filed in support of Plaintiffs' Motion for Preliminary Approval. Given the
10 amount of the settlement as compared to the potential value of claims in this case and the defenses
11 asserted by Defendant, this settlement is fair and reasonable.⁵ Clearly, the goal of this litigation has been
12 met.

13 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
14 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
15 defenses both to liability and to class certification. The maximum and average Class Member allocations
16 will be set forth in the forthcoming Nava Decl. Given the complexities of this case, the defenses, along
17 with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and
18

19 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
20 dispute as to whether and when the wages were due.").

21 ⁴ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
23 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
24 at ¶33.

25 ⁵ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
26 settlement where the settlement amount constituted approximately 25% of the estimated overtime
27 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
28 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 should be finally approved.

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

7
8 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

11 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
12 fund settlement to be paid by Defendant to the Class in the amount of One Million Fifty Thousand
13 Dollars (\$1,050,000)(Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
14 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
15 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval
16 of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

27
28 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value

1 Created for the Benefit of the Class

2 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
3 of the Gross Settlement Amount of \$1,050,000 which equals \$350,000 for attorneys' fees. As part of the
4 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
5 incurred as per Class Counsel's billing statement in an amount not to exceed \$55,000. Finally, Defendant
6 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of
7 \$10,000 each, as their service awards under the Agreement.

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

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

24 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
25 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
26 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
27 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
28 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their

1 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
2 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
3 multiplier approved in other cases.

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

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

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

19 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
20 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
21 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
22 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
23 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
24 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
25 Counsel advanced more than \$44,000 in costs which could not have been recovered if this case had been
26 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
27 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
28 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on

1 Plaintiffs also support the requested awards.

2 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
3 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
4 one-third equal to \$350,000 is also established by reference to Class Counsel's lodestar in this matter.
5 **The contemporaneous billing records for Class Counsel evidence that through June 12, 2026, Class**
6 **Counsel's total lodestar is \$217,370.00, with significant additional fees still to be incurred to**
7 **complete final approval and the settlement process.** A true and correct copy of my firm's billing
8 statement for this matter is attached hereto as Exhibit #3. The requested fee award is therefore currently
9 equivalent to Class Counsel's total lodestar with a reasonable multiplier of 1.6, and there will be
10 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
11 settlement distribution and reports. Such a multiplier is below the range of multipliers approved in other
12 cases such as *Laffitte* and *Vizcaino*.⁶ As evidenced by the billing, Class Counsel's work was efficiently
13 performed and highly successful, and Class Counsel should not be punished for efficient and successful
14 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
15 justified under California law.

16 (j) Counsel retained on a contingency fee basis, whether in private matters or in
17 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
18 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
19 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
20 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if
21 counsel is not adequately compensated for the risks inherent in difficult class actions, competent
22

23 ⁶ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
24 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
25 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
27 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range
28 from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512
(2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th
43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v.*
Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26
multiplier).

1 attorneys will be discouraged from prosecuting similar cases.

2 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
3 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
4 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
5 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
6 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
7 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
8 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
9 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
10 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
11 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
12 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
13 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
14 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
15 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
16 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
17 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
18 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
19 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
20 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
21 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
22 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
23 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
24 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
25 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
26 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
27 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
28 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award

1 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
2 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
3 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
4 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
5 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
6 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
7 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
8 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
9 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
10 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
11 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
12 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
13 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
14 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
15 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
16 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
17 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
18 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
19 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024,
20 in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge
21 Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12,
22 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
23 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
24 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
25 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
26 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
27 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
28 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case

No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P&B Intermodal Services* (Los Angeles County Superior Court Case No. 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through June 12, 2026, Class Counsel's total lodestar is \$217,370.00, with significant additional fees still to be incurred to complete final approval and the settlement process.** The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of 1.6, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. From March 31, 2023 to June 12, 2026, my firm worked on this matter for over 338 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$217,370.00. A detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto as Exhibits #3. In addition, my firm will be performing significant additional work that is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's

1 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
2 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear
3 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
4 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
5 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
6 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
7 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
8 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
9 when compared within 21 other firms practicing in the Southern District of California.) This survey is
10 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
11 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
12 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
13 who is opposing counsel in many cases prosecuted by Class Counsel, in past years charged rates as high
14 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
15 types of cases, historically several years ago charged between \$900 and \$750 for partners and \$755 and
16 \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are within these
17 examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage
18 of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even
19 less by the completion of the settlement. This is comparable to the multipliers approved in other cases.
20 The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

21
22 Litigation Expenses

23 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
24 Counsel Litigation Expenses Payment of not more than \$55,000.” Class Counsel have incurred
25 \$44,304.85 based upon counsel’s billing records which is less than the “not to exceed” amount of
26 \$55,000. Class Counsel therefore requests reimbursement for litigation expenses in the amount of
27 \$44,304.85. These litigation expenses include the expenses incurred for filing fees, mediation expenses,
28 expert expenses (Berger Consulting, DM&A, Creal & Creal), remote court appearance charges (VCourt),

1 attorney service charges (Knox and OneLegal), and Federal Express charges, all of which are costs
2 normally billed to and paid by the client.⁷ The details of the litigation expenses incurred are set forth
3 in my firm's billing statement for this matter, a true and correct copy of which is attached hereto as
4 Exhibit #3. These costs were reasonably incurred in the prosecution of the Action. Because these costs
5 were necessary to the successful prosecution of these claims, the request should be granted.

6
7 Service Award

8 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
9 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
10 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
11 payment and there have been no objections to the requested service award. The Plaintiffs' Declarations
12 in support of this request are attached hereto as Exhibit #5 and 6. As the representatives of the Class,
13 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
14 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
15 searching for documents, working with counsel, and reviewing the settlement documentation. As set
16 forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the Settlement,
17 far beyond the class release. The Plaintiffs' Declarations detail the involvement, stress and risks they
18 undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
19 liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
20 future employers for having filed a class action on behalf of fellow former employees. Without the
21 Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit.
22 The payment of service awards to successful class representatives is appropriate and the amount of
23 \$10,000 each is well within the currently awarded range for similar settlements. The requested award
24 is also reasonable by reference to the amounts that other California courts have found to be reasonable

25
26 ⁷ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.
2 LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
3 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
4 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
5 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*
6 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
7 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
8 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v.*
9 *Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff
10 brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist.
11 LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class
12 action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior
13 Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV
14 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American*
15 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
16 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
17 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker*
18 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding
19 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
20 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service
21 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
22 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
23 Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v.*
24 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
25 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
26 BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill*
27 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
28 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.

1 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
2 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
3 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
4 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
5 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
6 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
7 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
8 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
9 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
10 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
11 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
12 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
13 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
14 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
15 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
16 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
17 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
18 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
19 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
20 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
21 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
22 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
23 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
24 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District
25 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

26 15. The requested service award is also reasonable in light of the reputational risk that
27 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
28 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is

1 searchable on the internet and may become known to prospective employers when evaluating" him for
2 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
3 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
4 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
5 exists that allows employers to run extensive background searches on potential employees. Companies
6 who provide these services specifically highlight the fact that their services allows employers to weed
7 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
8 whether a prospective employee is likely to sue" the employer, through background checks and other
9 means, to screen out these employees.⁸ Onicra Credit Rating Agency states: "Background screening has
10 become a necessity in today's litigious society." Back Track Screening also represents: "In today's
11 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁹
12 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
13 extremely competitive and highly litigious, conducting pre employment background checks has become
14 a necessity."¹⁰

15 16. As a result, Class Counsel respectfully requests approval of the application for award
16 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
17 litigation expenses in the amount of \$44,304.85, and approval of the requested service award to the
18 Plaintiffs.

19 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
20 The Class Counsel Fees Payment awarded shall be allocated entirely (100%) to Blumenthal Nordrehaug
21 Bhowmik De Blouw LLP.

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24

25 ⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹⁰ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

1 true and correct. Executed this 12^h day of June, 2026, at San Diego, California.

2 /s/ Norman Blumenthal
3 NORMAN B. BLUMENTHAL
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz

v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic 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; Porras 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. 19STCV30808; 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 Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec 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 Tyeisha Travis and Alejandra Nava (“Plaintiffs”) and defendant Community Hospice Inc., (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” collective means the Plaintiffs lawsuits alleging wage and hour violations against Defendant captioned: (1) *Tyeisha Travis v. Community Hospice Inc.*, Case No. CV-23-00177, initiated on April 4, 2023; and pending in Superior Court of the State of California, County of Stanislaus; and (2) *Tyeisha Travis v. Community Hospice Inc.*, Case No. CV-23-001775, PAGA Notice served on April 5, 2023, filed on and pending in Superior Court of the State of California, County of Stanislaus.
- 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 are or previously 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 are or previously 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, Aparajit Bhowmik, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moron 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 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 April 4, 2019 to June 8, 2025.
- 1.14. “Class Representative(s)” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment(s)” means the service payment made to the Plaintiffs as Class Representatives 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 Stanislaus.
- 1.17. “Defendant” means Community Hospice, Inc.
- 1.18. “Defense Counsel means Lindsey N. Casillas and Kaleigh E. Thomas of Klinedinst PC
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. 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 One Million Fifty Thousand Dollars (\$1,050,000) 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. The Gross Settlement Amount also excludes Plaintiff Travis’s separate individual settlement, which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.
- 1.23. “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.
- 1.24. “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.
- 1.25. “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.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “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.

- 1.29. “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.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from December 16, 2021 to June 8, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Tyeisha Travis’s December 16, 2022 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Tyeisha Travis and Alejandra Nava, the named plaintiffs in the Action.
- 1.37. “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.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including Plaintiff Travis’ individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.
- 1.39. “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 Notices, 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, Plaintiff Travis’ individual claims that

are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period.

- 1.40. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, employees, parent companies, subsidiaries, divisions, affiliates, owners, members, shareholders, directors, officers, partners, joint venturers, agents, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. "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.
- 1.42. "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 re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any seven day period beginning Sunday at 12:01 AM to the following Saturday at midnight during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

The Class Action

- 2.1. On April 4, 2023, Plaintiff Travis filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (the "Class Action"). Plaintiff Travis's Class Action complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;

- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.
- (j) Discriminated and Retaliated in Violation of FEHA; and
- (k) Constructively Discharged and Other Adverse Employment Actions in Violation of Public Policy.¹

The PAGA Action

2.3. On April 5, 2023 Plaintiff Travis filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (the “PAGA Action”). Plaintiffs’ Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14) (failure to provide seating), and the applicable Wage Order(s).

Pleading Amendments

- 2.4. On August 14, 2023, the Parties filed a Joint Stipulation to Consolidate Cases and for Leave for Plaintiff Travis to File a First Amended Consolidated Class And Representative Action Complaint (“FAC”) in the Class Action that adds all parties and claims originally filed in the PAGA Action. The FAC was filed on August 25, 2023.
- 2.5. On July 25, 2024, the Parties filed a Joint Stipulation to for Leave for Plaintiff Travis to File Second Amended Consolidated Class And Representative Action Complaint (“SAC”) that added Alejandra Nava as named Plaintiff and proposed class representative. The SAC shall be the operative complaint in the Action (the “Operative Complaint”).
- 2.6. 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.

Mediation and Settlement

- 2.2. On January 30, 2024, the Parties participated in an all-day mediation presided over by Brandon McKelvey, a respected mediator of wage and hour representative and class actions. The matter did not settle at the January 30, 2024 mediation. Subsequently, on April 8, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl.

¹ Plaintiff Travis’s claims for discrimination, retaliation and constructive discharge were brought on an individual basis. The remaining claims were brought on a classwide basis.

J West (Ret.), a respected jurist and mediator of wage and hour representative and class actions. Following the April 8, 2025 mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.3. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.4. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class 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 \$1,050,000 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. The Gross Settlement Amount also excludes Plaintiff Travis's separate individual settlement, which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment, any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member, and Plaintiff Travis's separating individual settlement that is being separately funded by Defendant). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$350,000, and a Class Counsel Litigation Expenses Payment of not more than \$55,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$9,625 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 \$9,625, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) 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 (\$12,500) 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. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that as of the date of mediation on March 28, 2025, the Class consisted of 366 Class Members who collectively worked a total of 50,659 Workweeks as of March 28, 2025, and 281 Aggrieved Employees who worked a total of 14,046 PAGA Pay Periods as of March 28, 2025.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to affect 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. 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 by transmitting the funds to the Administrator by either December 1, 2026 or within sixty (60) days of Defendant's receipt of the Employee Retention Tax Credit, whichever occurs first. Defendant shall also fully fund all employer-side payroll taxes will within fourteen (14) days after Defendant funds the Gross Settlement Amount.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (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 one hundred eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. 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 one hundred twenty (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 seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”) The Parties propose Legal Aide at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

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

6.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs’ PAGA Notice (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs’ Release also does not extend to Plaintiff Travis’s individual non-wage and hour claims, which are being separately settled in an individual settlement agreement and separately funded by Defendant outside of the Gross Settlement Amount. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

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

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

- 6.2. Plaintiff Travis's Separate Claims. Plaintiff Travis represents that she has additional individual non-wage and hour claims against Defendant, which were asserted in the Operative Complaint. Plaintiff Travis is separately settling all of her individual non-wage and hour claims. In addition to her portion of the Gross Settlement Amount, Plaintiff Travis will also separately be paid for resolution of her individual claims as set forth in her separate individual settlement agreement. This individual settlement to be paid to Plaintiff Travis is in addition to the Gross Settlement Amount and will be memorialized in an individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.
- 6.3. 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.
- 6.4. 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 a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions. Plaintiff agrees to file the Motion for Preliminary Approval.
- 7.1. Defendant's Responsibilities. Within fourteen (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 and the Cy Pres Recipient. 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, and describing Defendant's financial hardship disclosed at mediation that was taken into consideration in reaching this settlement and justifying the delayed payment.
- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes

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

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval no later than thirty (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 fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (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 fourteen (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 fourteen (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 fourteen [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 fourteen [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 fourteen [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 seven (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 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 seven (7) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its

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

- (f) Final Report by Administrator. Within ten (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 seven (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 seven (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. If the actual number of Workweeks in the Class Period increases by more than ten percent (10%), the Gross Settlement Amount will increase proportionately by the percentage increase over the ten percent (10%) cushion.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) 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 sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (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 five (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 set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. 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 Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of the mediator and then 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 ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
801 K Street, Suite 2100
Sacramento, California 95814
Tel.: (916) 282-0100
E-Mail: kthomas@klinedinstlaw.com
lcasillas@klinedinstlaw.com
athiede@klinedinstlaw.com
mfair@klinedinstlaw.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 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 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, from the execution of this Agreement 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: 10/10/2025 
Plaintiff Tyeisha Travis

Dated: 10/17/2025 
Alejandra Nava (Oct 17, 2025 15:57:08 PDT)
Plaintiff Alejandra Nava

Dated: _____

[name]
For Defendant Community Hospice Inc.,

Dated: 10/17/25 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/22/25 
Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
Attorney for Defendant

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 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 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, from the execution of this Agreement until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Tyeisha Travis

Dated: _____
Plaintiff Alejandra Nava

Dated: 10/21/2025 Aida Monarrez
Aida Monarrez (Oct 21, 2025 15:39:12 PDT) [name]
For Defendant Community Hospice Inc.,

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/22/25 _____
Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Travis v. Community Hospice Inc., Superior Court of the State of California,
County of Stanislaus, Case No. CV-23-00177***

***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 Community Hospice, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (April 4, 2019 through June 8, 2025) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (December 16, 2021 through June 8, 2025) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated 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 (“Individual PAGA Payment”) is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> Workweeks during the Class Period and you worked <<_____>> PAGA Pay Periods.** 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 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 an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) 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 wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. 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 Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims

	regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____, 2026	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, at _____ a.m., at the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354, in Department 23 before Judge John D. Freeland. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period 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 _____, 2026. See Section 5 of this Notice

1. Why did I get this Notice?

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

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

All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (April 4, 2019 through June 8, 2025).

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs 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 written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs 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. Plaintiffs 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 its defenses, 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.

2. What is this class action lawsuit about?

On April 4, 2023, plaintiff Travis filed a Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (“Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On April 5, 2023, Plaintiff Travis filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Stanislaus (“PAGA Action”). On August 25, 2023, Plaintiff Travis filed a First Amended Consolidated Class and Representative Action Complaint in this Action to add the parties and claims from the PAGA Action.

On July 25, 2025, Plaintiffs filed the Second Amended Consolidated Class And Representative Action Complaint that added Alejandra Nava as named Plaintiff and proposed class representative. This Second Amended Consolidated Class And Representative Action Complaint in the Action is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and

at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

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

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Fifty Thousand Dollars (\$1,050,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment 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 the amount necessary to pay payroll taxes by transmitting the funds to the Administrator by either December 1, 2026 or within sixty (60) days of Defendant's receipt of the Employee Retention Tax Credit, whichever occurs first. Defendant shall also fully fund all employer-side payroll taxes within fourteen (14) days after Defendant funds the Gross Settlement Amount. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, 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 \$9,625, for expenses, including expenses of notifying the Class Members of the

Settlement, processing Request for Exclusions, 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 \$350,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$55,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the three named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, 75% (\$37,500) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$12,500) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) 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. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is December 16, 2021 through June 8, 2025.

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 **\$565,375**. 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 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 worked as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment 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 are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have selected Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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 the facts stated in the Operative Complaint which occurred during the Class Period during

employment in a non-exempt position in California. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant 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 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 Notices, 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 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period.

Released Parties. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, employees, parent companies, subsidiaries, divisions, affiliates, owners, members, shareholders, directors, officers, partners, joint venturers, agents, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked << ____ >> Workweeks during the Class Period (April 4, 2019 through June 8, 2025).

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 PAGA Period (December 16, 2021 through June 8, 2025). 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.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____, at _____ a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately in December 2026. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the 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 Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked 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 your request to opt out to _____ or email 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 *Travis v. Community Hospice Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Travis v. Community Hospice Inc.*, Case No. CV-23-00177. 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. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are

requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Community Hospice* or on the Court's website via the Case Search Portal page for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-00177.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator 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 to _____. 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, *Travis v. Community Hospice Inc.*, Case No. CV-23-00177, and include your name, current address, telephone number, email address, 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

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. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court -

<https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
801 K Street, Suite 2100
Sacramento, California 95814

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Stanislaus, located at 801 10th Street, Modesto, California 95354, before Judge John D. Freeland. 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 of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. 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. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>.

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 under "Class Notices" for *Travis v. Community Hospice*. In addition, hearing dates are posted on the Internet via the Case Search Portal page for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-00177.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Travis v. Community Hospice* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Community Hospice* where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Case Search Portal for the Stanislaus County Superior Court (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-00177. If you wish to view the Court files in person, you must go to the Clerk's Office at the City Towers Courthouse, 801 10th Street, Modesto, CA 95354.

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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have selected Legal Aid at Work as this Cy Pres Recipient.
- **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 STANISLAUS

TYEISHA TRAVIS, ALEJANDRA NAVA,
an individual, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

COMMUNITY HOSPICE, INC., a California
Corporation; and Does 1 through 50, Inclusive,

Defendants.

CASE NO.: **CV-23-001773**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:

Hearing Time:

Judge: Hon. John D. Freeland

Dept.: 23

Date Action Filed: April 4, 2023

Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable John D. Freeland of the Superior Court of
2 the State of California, in and for the County Stanislaus, on _____[DATE], for the motion
3 by Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) for preliminary approval of the
4 class settlement with Defendant Community Hospice, Inc. (“Defendant”). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
7 Settlement.

8
9 **IT IS HEREBY ORDERED:**

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

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

18 3. The Gross Settlement Amount is One Million Fifty Thousand Dollars (\$1,050,000).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
20 adequate and reasonable as to all potential Class Members when balanced against the probable
21 outcome of further litigation and the significant risks relating to certification, liability and damages
22 issues. It further appears that investigation and research have been conducted such that counsel
23 for the Parties are able to reasonably evaluate their respective positions. It further appears to the
24 Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
25 avoid the delay and risks that would be presented by the further prosecution of the Action. It
26 further appears that the Settlement has been reached as the result of serious and non-collusive,
27 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$55,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing.

5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period." The Class Period is April 4, 2019 through June 8, 2025.

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

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

1 8. The Court hereby approves, as to form and content, the Court Approved Notice of
2 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
3 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
11 the Agreement.

12 9. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
13 than fifteen (15) days after preliminary approval of the Settlement by the Court, Defendant shall
14 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
15 will perform address updates and verifications as necessary prior to the mailing of the Class
16 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
17 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
18 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
19 Class Member addresses using the National Change of Address database.

20 10. The Court hereby preliminarily approves the proposed procedure for exclusion
21 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
22 from the Class as provided in the Class Notice by following the instructions for requesting
23 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
24 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
25 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
26 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
27 person who chooses to opt out of and be excluded from the Class will not be entitled to any
28

1 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
2 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
3 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
4 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
5 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
6 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
7 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

8 11. Any Class Member who has not opted out ("Participating Class Member") may
9 appear at the final approval hearing and may object or express their views regarding the
10 Settlement and may present evidence and file briefs or other papers that may be proper and
11 relevant to the issues to be heard and determined by the Court as provided in the Notice.
12 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
13 days from the date of the mailing of the Class Notices, to submit their written objections to the
14 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
15 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
16 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
17 oral objection.

18 12. A Final Approval Hearing shall be held before this Court on _____
19 _____, at _____ a.m. in Department 23 at the Stanisluas County Superior Court to
20 determine all necessary matters concerning the Settlement, including: whether the proposed
21 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
22 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
23 Order and Judgment should be entered herein; whether the plan of allocation contained in the
24 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
25 finally approve attorneys' fees and costs, the service awards, and the expenses of the
26 Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs
27
28

1 and service awards, to be heard at the Final Approval Hearing, shall be filed with the Court and
2 served on all counsel no later than sixteen (16) court days before the hearing.

3 13. Neither the Settlement nor any exhibit, document, or instrument delivered
4 thereunder shall be construed as a concession or admission by Defendant in any way that the
5 claims asserted have any merit or that this Action was properly brought as a class or representative
6 action, and shall not be used as evidence of, or used against Defendant as, an admission or
7 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
8 omission by Defendant or with respect to the truth of any allegation asserted by any person.
9 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
10 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
13 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by Defendant of any liability,
15 fault, wrongdoing, omission, concession or damage.

16 14. In the event the Settlement does not become effective in accordance with the terms
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 and the Parties shall revert to their respective positions as of before entering into the Agreement,
20 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
21 including all available defenses and affirmative defenses, and arguments that any claim in the
22 Action could not be certified as a class action and/or managed as a representative action. In such
23 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
24 referred to in litigation for any purpose.

25 15. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members and
27
28

1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

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

5 **IT IS SO ORDERED.**

6

7 Dated: _____

8

HON. JOHN D. FREELAND
JUDGE, SUPERIOR COURT OF CALIFORNIA

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

TYEISHA TRAVIS, ALEJANDRA NAVA,
an individual, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiff,

vs.

CRYSTAL CREAMERY, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CV-23-001773**

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

Hearing Date:
Hearing Time:

Judge: Hon. John D. Freeland
Dept.: 23

Date Action Filed: April 4, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Community Hospice, Inc. (“Defendant”) and for an award of attorneys’ fees and costs,
4 service payments, and the fees of the Administrator duly came on for hearing on
5 _____ before the Honorable John D. Freeland.

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 California Superior Court for the County of Stanislaus, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Fifty Thousand
16 Dollars (\$1,050,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 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.

27 **Notice to the Class**

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

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

22 **Fairness Of 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 Hon. Carl J. West (ret.), a respected and experienced
27
28

mediator of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

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

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

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

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

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

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

Attorneys' Fees and Costs

11. An award of \$350,000 for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payments

12. The Agreement provides for a Class Representative Service Payments of not more than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable in

1 light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
7 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$50,000, which shall be allocated with 75% (\$37,500) allocated to the LWDA PAGA Payment
14 and 25% (\$12,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total
17 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
19 Employees" are all individuals who are or previously were employed by Defendant in California
20 and classified as a non-exempt employee at any time during the PAGA Period (December 16,
21 2021 through June 8, 2025). The Court finds the PAGA Penalties to be reasonable. All
22 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
23 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
24 Settlement.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

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

3 All individuals who are or previously were employed by Defendant in California
4 and classified as a non-exempt employee at any time during the Class Period (April
4, 2019 through June 8, 2025).

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

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount by transmitting the
10 funds to the Administrator by either December 1, 2026 or within sixty (60) days of Defendant’s
11 receipt of the Employee Retention Tax Credit, whichever occurs first. Defendant shall also fully
12 fund all employer-side payroll taxes will within fourteen (14) days after Defendant funds the
13 Gross Settlement Amount..

14 18. Class Counsel are awarded attorneys' fees in the amount of \$350,000 and costs in
15 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendant, Plaintiffs or members of the Class.

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

19 20. The payment of \$ _____ to the Administrator for their fees and expenses
20 is approved.

21 21. The PAGA Penalties in the amount of \$50,000 are approved and shall be allocated
22 in accordance with the Agreement.

23 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
26 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
27 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
28

1 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
2 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
3 this Action. The entering into or carrying out of the Agreement, and any negotiations or
4 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
5 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
6 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
7 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
8 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
9 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
10 Released PAGA Claims.

11 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
12 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
13 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
14 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
15 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
16 LWDA.

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

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

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

1 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
3 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
4 arising from or in connection with the distribution of settlement benefits.

5 27. The Parties are authorized to agree to and to adopt such amendments, modifications
6 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
7 Final Approval Order and Judgment and as approved by the Court.

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

10 29. Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
15 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
16 Operative Complaint which occurred during the Class Period during employment in a non-exempt
17 position in California. Except as expressly set forth in the Agreement, Participating Class
18 Members do not release any other claims, including claims for vested benefits, wrongful
19 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
20 disability, social security, workers' compensation, or Class claims based on facts occurring outside
21 the Class Period.

22 30. "Released Parties" are defined as: Defendant and each of its former and present
23 directors, officers, shareholders, employees, parent companies, subsidiaries, divisions, affiliates,
24 owners, members, shareholders, directors, officers, partners, joint venturers, agents, attorneys,
25 insurers, predecessors, successors, assigns and subsidiaries.

26 31. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of
28

1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
3 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
4 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
5 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
6 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
7 hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment
8 and Housing Act, unemployment insurance, disability, social security, workers’ compensation,
9 and PAGA claims outside of the PAGA period.

10 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
11 Defendant, Plaintiffs release and discharge the Defendant and the Released Parties as to the
12 Plaintiffs’ Release, as set forth fully in paragraph 6.1 of the Agreement.

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

14
15 Dated: _____

16
17 _____
HON. JOHN D. FREELAND
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 06/12/2026
Due On: 07/12/2026

Tyeisha Travis
101 2814 E. Alluvial Ave
Upated 10/13/25) United States
Fresno, CA 93720

CA2780

Community Hospice Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	10/07/2022	Review and analyze original intake notes. Legal research regarding related litigation. Review and research Defendant's business operations in CA. Analyze facts and law. Discuss with Plaintiff.	2.90	\$850.00	\$2,465.00
NDB	10/09/2022	Review individual claims for retaliation and DFEH. Review and analyze off the clock work tasks. Legal research regarding the same.	2.70	\$850.00	\$2,295.00
NDB	10/09/2022	Review entire employment file of Plaintiff Travis. Analyze all paystubs for wage and hour claims. Legal research. Obtain background facts from Plaintiff for complaint.	2.90	\$850.00	\$2,465.00
NDB	10/11/2022	Review and analyze entire employment file of Plaintiff Nava. Analyze all paystubs for regular rate and 226(a) violations. Legal research regarding the same.	3.00	\$850.00	\$2,550.00
NDB	10/19/2022	Draft original complaint. Review facts and law.	2.20	\$850.00	\$1,870.00
NDB	10/30/2022	Legal research venue issue. Review and analyze meal and rest break claims. Draft complaint.	3.00	\$850.00	\$2,550.00
NDB	12/13/2022	Review case file. Draft internal case notes memo detailing facts and specific violations.	1.90	\$850.00	\$1,615.00

NDB	12/15/2022	Review and revise complaint. Send to Plaintiffs for approval. Discuss claims and obtain approval to file.	1.50	\$850.00	\$1,275.00
NDB	12/16/2022	Review facts and law. Draft PAGA Notice.	1.00	\$850.00	\$850.00
RE	03/31/2023	Review & analyze employment file documents/ 1198.5 response	2.50	\$475.00	\$1,187.50
KN	04/01/2023	Review research and information from ND; review draft complaint; analysis of facts and claims; provide input	1.50	\$950.00	\$1,425.00
RE	04/03/2023	Review, edit & finalize class action complaint draft	2.80	\$475.00	\$1,330.00
RE	04/04/2023	Draft summons and civil case cover sheet re class action	0.50	\$475.00	\$237.50
RE	04/04/2023	Review & finalize class action complaint draft; file in Stanislaus Sup. Ct.	0.60	\$475.00	\$285.00
RE	04/04/2023	Draft PAGA only representative action complaint	4.00	\$475.00	\$1,900.00
RE	04/04/2023	Draft summons & civil case cover sheet re paga action	0.50	\$475.00	\$237.50
RE	04/05/2023	Review and finalize paga only complaint package; file in Stanislaus Sup. Ct.	0.60	\$475.00	\$285.00
RE	04/06/2023	Review court-returned docs; review docket; memo to firm re judicial/departement assignment re class action	0.50	\$475.00	\$237.50
RE	04/06/2023	Review court-returned docs; review docket; memo to firm re judicial/departement assignment re paga action	0.50	\$475.00	\$237.50
RE	04/06/2023	Provide notice to LWDA of PAGA filing	0.40	\$475.00	\$190.00
KN	04/08/2023	Review filed complaint; review court notices; review memo from RE; review next steps	0.50	\$950.00	\$475.00
SB	05/09/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	05/20/2023	Review file; prepare initial documents for service of process; identify reg. agent; send out for service of process via knox re class action	0.80	\$475.00	\$380.00
RE	05/20/2023	Review file; prepare initial documents for service of process; identify reg. agent; send out for service of process via knox re PAGA action	0.60	\$475.00	\$285.00
SB	05/25/2023	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
RE	05/26/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$475.00	\$237.50
RE	05/26/2023	File proof of service of summons re paga action;	0.50	\$475.00	\$237.50

memo to firm re post service written discovery					
JH	06/14/2023	Begin review/analysis of docs in file from Plaintiffs and 1198.5 requests	1.00	\$750.00	\$750.00
TM	06/14/2023	Draft: Created Exhibit Book for file.	1.10	\$450.00	\$495.00
TM	06/15/2023	Draft: Drafted Exhibit Book for file.	1.50	\$450.00	\$675.00
JH	06/23/2023	Review file; review and respond to defense counsel re requested responsive pleading extension	0.70	\$750.00	\$525.00
JH	06/30/2023	Review file; call with defense counsel re claims and potential early mediation; advise team	0.50	\$750.00	\$375.00
HD	07/14/2023	Review and assess Complaint and allegations against Defendant. Begin drafting shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.00	\$250.00	\$250.00
HD	07/17/2023	Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One.	0.50	\$250.00	\$125.00
TM	07/18/2023	Review and Analyze: Reviewed and analyzed file to draft CMC statements; Legal research re local rules re CMCs.	1.00	\$450.00	\$450.00
JH	07/19/2023	Review/revise draft CMC stmts; advise TM	0.40	\$750.00	\$300.00
TM	07/19/2023	Draft: Reviewed and analyzed case file to draft PAGA and Class case management statements; Drafted Class CMC statement; Drafted PAGA CMC statement.	1.60	\$450.00	\$720.00
HD	07/19/2023	Execute and finalize Proof of Service re Plaintiff's Case Management Statement (Class). Process and submit Plaintiff's Case Management Statement and Proof of Service to Court for filing via One Legal and serve via US Mail to agent of process service and email counsel as courtesy.	0.50	\$250.00	\$125.00
HD	07/19/2023	Execute and finalize Proof of Service re Plaintiff's Case Management Statement (Paga). Process and submit Plaintiff's Case Management Statement and Proof of Service to Court for filing via One Legal and serve via US Mail to agent of process service and email counsel as courtesy.	0.50	\$250.00	\$125.00
JH	07/21/2023	Correspondence with defense counsel re mediation; review file and advise AJB; f/u with defense counsel re same	0.50	\$750.00	\$375.00
JH	07/21/2023	Review/analyze Defendant's CMC stmt; Answer and notice of related case; circulate and advise	1.00	\$750.00	\$750.00

team					
TM	07/24/2023	Review and Analyze: Reviewed and analyzed Defendant's CMC statement, Answer to Class Action Complaint, Answer to PAGA Complaint, and Notices of Related Cases.	1.10	\$450.00	\$495.00
TM	07/28/2023	Review and Analyze: Reviewed and analyzed Defendant's motion to consolidate, request for judicial notice, and supporting documents.	1.10	\$450.00	\$495.00
JH	07/31/2023	Review/analyze Defendant's Motion to Consolidate; advise team; f/u w defendant re proposed mediators	1.00	\$750.00	\$750.00
TM	08/02/2023	Review and Analyze: Planned and prepared for upcoming Case Management Conference in the Class matter; Planned and prepared for upcoming Case Management Conference in the PAGA matter	0.60	\$450.00	\$270.00
TM	08/03/2023	Planned and prepared for CMC in Class matter; Planned and prepared for CMC in PAGA matter.	0.60	\$450.00	\$270.00
TM	08/04/2023	Reviewed file and court docket to confirm vacated CMCs.	0.30	\$450.00	\$135.00
TM	08/04/2023	Telephone call with OPC to discuss stipulating to consolidation.	0.40	\$450.00	\$180.00
HD	08/04/2023	Review and research court case docket to confirm 08/07/2023- Case Management Conference (Class/Paga) Hearing still on calendar. . Obtain and upload Court Order continuing the CMC. Update events calendar and email correspondence to appearing attorney to advise.	0.30	\$250.00	\$75.00
TM	08/07/2023	Reviewed court docket to confirm Case Management Conference in Class and PAGA matters continued per notice.	0.30	\$450.00	\$135.00
TM	08/09/2023	Correspondence with Opposing Counsel: Email to and from OPC re Stipulation to Consolidate.	0.40	\$450.00	\$180.00
TM	08/10/2023	Receipt and Review of Correspondence: Email to and from OPC re stipulation to consolidate.	0.40	\$450.00	\$180.00
TM	08/10/2023	Draft Discovery: Reviewed file to draft discovery to Defendant; Reviewed and revised Plaintiff's initial discovery to Defendant, including RFA, RFP, SROGS and FROGS, and Notice of Deposition; Reviewed and revised draft of Belaire-West Notice.	1.80	\$450.00	\$810.00
JH	08/11/2023	Review/revise draft discovery requests; advise TM	1.00	\$750.00	\$750.00
TM	08/11/2023	Draft Discovery: Reviewed, finalized, and signed	0.80	\$450.00	\$360.00

		Plaintiff's initial discovery to Defendant, including RFA, RFP, SROGS, FROGS, and Notice of Deposition; Advised HD re execution of POS and service of discovery.			
TM	08/14/2023	Correspondence with Opposing Counsel: Emails to and from OPC re stipulation to consolidate; Advised HD re stipulation to consolidate.	0.70	\$450.00	\$315.00
TM	08/14/2023	Review and Revise: Reviewed and revised stipulation to consolidate and for leave to file first amended complaint; reviewed JH's revisions to stipulation and discussed revisions with JH; email to and from OPC re stipulation; reviewed OPC's revisions to stipulation; Continued revising stipulation per discussion with JH.	1.80	\$450.00	\$810.00
JH	08/14/2023	Review file; revise draft Stip to consolidate and file FAC; advise TM	0.50	\$750.00	\$375.00
HD	08/14/2023	Draft Joint Stipulation to Consolidate Cases and For Leave for Plaintiff to File First Amended Consolidated Class and Representative Action Complaint. Forward to Attorney Moran for review and finalization.	1.00	\$250.00	\$250.00
TM	08/15/2023	Receipt and Review of Correspondence: Email from OPC meeting and conferring re revisions to stipulation to consolidate.	0.30	\$450.00	\$135.00
TM	08/15/2023	Telephone call with OPC meeting and conferring re stipulation to consolidate; Email to and from OPC re stipulation to consolidate; revised, finalized, and signed stipulation to consolidate.	1.40	\$450.00	\$630.00
HD	08/15/2023	Execute and finalize Proof of Service. Gather and attached Exhibit. Process and submit Joint Stipulation to Consolidate Cases and For Leave for Plaintiff to File First Amended Consolidated Class and Representative Action Complaint and Proof of Service for filing via One Legal and serve via Email. Create a task/reminder to follow up on signed/filed order.	0.70	\$250.00	\$175.00
TM	08/16/2023	Review and Revise: Reviewed Court's rejection of Stipulation to Consolidate; Revised Stipulation to Consolidate re Court's instructions; Email to and from OPC re Stipulation to Consolidate; Drafted Opposition to Defendant's Motion to Consolidate; Revised Opposition to Defendant's Motion to Consolidate; finalized revised Stipulation to Consolidate; advised HD re filing and service of Stipulation.	2.20	\$450.00	\$990.00
HD	08/16/2023	Execute and finalize Proof of Service. Re-submit revised Joint Stipulation to Consolidate Cases and For Leave for Plaintiff to File First Amended	0.50	\$250.00	\$125.00

Consolidated Class and Representative Action Complaint and Proof of Service to Court for filing via One Legal and served via email.					
HD	08/16/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's Opposition to Defendant's Motion to Consolidate Cases and Proof of Service to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
KN	08/19/2023	Review status; review emails from past week; review stipulation and issues regarding rejection from HD; review next steps	0.50	\$950.00	\$475.00
TM	08/21/2023	Correspondence with Opposing Counsel: Telephone call with OPC re Plaintiff's deposition notice and discovery requests.	0.30	\$450.00	\$135.00
TM	08/22/2023	Receipt and Review of Correspondence: Email from OPC re deposition of PMK and stay of discovery pending mediation.	0.30	\$450.00	\$135.00
TM	08/23/2023	Reviewed Court's order on Parties' Stipulation to Consolidate; Advised HD re next filing steps following stipulation approved by Court; Emails to and from OPC re deposition of Defendant's PMK.	0.90	\$450.00	\$405.00
JH	08/23/2023	Review Order on stip; advise team re consolidated complaint	0.40	\$750.00	\$300.00
ASC	08/24/2023	PAGA - Draft stip to stay pending arbitration with waiver language	0.50	\$250.00	\$125.00
HD	08/24/2023	Execute and finalize Proof of Service. Process and submit First Amended Complaint and Proof of Service to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	08/28/2023	Reviewed docket and file in preparation for Consolidation hearing; reviewed Court's tentative ruling; advised HD re remote appearance.	0.70	\$450.00	\$315.00
HD	08/28/2023	Review and research court case docket to for tentative ruling on Defendant's Motion to Consolidate Cases. Obtain and download court tentative. Email correspondence to attorney Moran to advise. No Appearance necessary. Cancelled Remote Appearance.	0.40	\$250.00	\$100.00
TM	08/30/2023	Retrieved conformed copy of FAC; Advised HD re uploading FAC to LWDA website.	0.40	\$450.00	\$180.00
HD	08/30/2023	Upload Filed First Amended Complaint to LWDA website and save confirmation email to the file.	0.30	\$250.00	\$75.00
HD	09/06/2023	Review and research court case docket to confirm 09/07/2023 (PAGA) - Hearing re Motion to Consolidate still on calendar. Obtain tentative	0.30	\$250.00	\$75.00

		ruling in preparation for the hearing. Email correspondence and tentative to appearing attorney Herman for further instructions.			
JH	09/18/2023	additional corresp. with defense counsel re discovery and mediation	0.30	\$750.00	\$225.00
JH	09/20/2023	F/u correspondence with defense counsel re mediation	0.40	\$750.00	\$300.00
JH	09/21/2023	Additional correspondence with defense counsel re mediation	0.30	\$750.00	\$225.00
JH	09/25/2023	Additional mediation correspondence with defense counsel; advise team re stip to stay pending mediation	0.50	\$750.00	\$375.00
TM	09/26/2023	Review and Analyze: Reviewed and analyzed Defendant's Answer to First Amended Class and Representative Action Complaint.	0.80	\$450.00	\$360.00
JH	09/26/2023	Review/analyze Defendant's Answer to FAC; circulate and advise team	0.40	\$750.00	\$300.00
HD	09/26/2023	Draft Stipulation and Proposed Order to Stay Matter Pending Mediation. Forward to Attorney Herman for review and finalization.	1.00	\$250.00	\$250.00
KN	09/27/2023	Review status; review emails; review filed FAC and Def answer to FAC	0.50	\$950.00	\$475.00
JH	10/02/2023	Draft/revise stip to stay pending mediation; circulate to defense counsel for review	0.60	\$750.00	\$450.00
JH	10/11/2023	D/u correspondence with defense counsel re stip and discovery	0.30	\$750.00	\$225.00
JH	10/23/2023	Review executed stip to stay; counter-execute and advise HD re filing/service	0.30	\$750.00	\$225.00
HD	10/23/2023	Execute and finalize Proof of Service. Process and submit the Stipulation and [Proposed] Order to Stay Matter Pending Mediation to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	10/25/2023	Receipt and Review of Correspondence: Email from mediator re upcoming mediation; reviewed mediation information and details.	0.30	\$450.00	\$135.00
HD	10/27/2023	Obtain copy of Order to Stay Matter Pending Mediation. Upload and save to electronic file. Circulate to staff accordingly.	0.20	\$250.00	\$50.00
SP	12/06/2023	Call with Client re: case notes intake. Update notes.	2.10	\$675.00	\$1,417.50
SP	12/15/2023	Reviewed case file, documents and correspondence. Sent follow up email to	0.90	\$675.00	\$607.50

Defendant's re: Mediation Data Request.					
SP	01/04/2024	Reviewed and analyzed response from Counsel re: Mediation Data Request. Corresponded with AJB. Reviewed Mediation Data Request and case notes. Drafted, revised, finalized and sent correspondence re: Mediation Data.	1.30	\$675.00	\$877.50
JH	01/05/2024	F/u correspondence with defense counsel re mediation data; advise SP	0.50	\$750.00	\$375.00
NDB	01/07/2024	Review and analyze discovery and data produced for mediation to date. Review and analyze claims. Legal research in preparation for mediation. Analyze settlement authority.	3.70	\$850.00	\$3,145.00
SB	01/10/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
NDB	01/10/2024	Review and analyze case demographics. Review and research previous settlements with similar claims and workweeks for mediation valuation. Review 204 late payment of wage claims.	2.20	\$850.00	\$1,870.00
JH	01/12/2024	Review/analyze updated mediation data produced by Defendant	0.40	\$750.00	\$300.00
SP	01/12/2024	Reviewed correspondence from counsel. Saved information to file. Forwarded information to expert.	0.70	\$675.00	\$472.50
KN	01/13/2024	Review research and analysis from ND and JH; analyze facts and claims; provide input on strategy and theories	1.50	\$950.00	\$1,425.00
SP	01/16/2024	Reviewed correspondence from team and expert. Communicated with TG for download and sending of docs to expert.	0.60	\$675.00	\$405.00
JH	01/17/2024	Review/analyze Defendant's mediation data/ document production; update file; circulate to experts	2.00	\$750.00	\$1,500.00
HD	01/18/2024	Review ROA and case notes for status of matter. Prepare Case Management Statement shell. Forward to Attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
TM	01/19/2024	Reviewed and analyzed Defendant's CMC statement.	0.40	\$450.00	\$180.00
JH	01/19/2024	Review/analyze Defendant's CMC stmt	0.30	\$750.00	\$225.00
HD	01/19/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00

SB	01/19/2024	Calculate individual damages, add individual claims to case notes, advise AJB	2.80	\$450.00	\$1,260.00
SP	01/22/2024	Reviewed case notes, documents, docket and correspondence. Left voicemail and sent email to Nava.	1.10	\$675.00	\$742.50
SB	01/23/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
JH	01/24/2024	Further communications with Defense counsel re mediation data	0.40	\$750.00	\$300.00
SP	01/24/2024	Mediation audit for scheduled mediation.	0.20	\$675.00	\$135.00
JH	01/25/2024	Assess expert analysis re meal period violations and reg. rate; advise team	0.40	\$750.00	\$300.00
NDB	01/28/2024	Review and analyze all mediation materials including briefs and exhibits thereto in preparation for mediation. Review and analyze draft MOU.	1.50	\$850.00	\$1,275.00
JH	01/29/2024	Review/analyze mediation expert damages analysis	1.00	\$750.00	\$750.00
SP	01/29/2024	Reveiwed documentation and exhibit book in anticipation of Mediation. Discussed with Expert. Discussed with JSH and AJB.	1.40	\$675.00	\$945.00
KN	01/29/2024	Review mediation materials and documents; review expert valuation and analysis of issues	1.30	\$950.00	\$1,235.00
AB	01/30/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	01/30/2024	Attend mediation	8.00	\$450.00	\$3,600.00
TM	02/05/2024	Planned and prepared for upcoming Case Management Conference; Attended Case Management Conference; Advised firm re status following Case Management Conference.	1.70	\$450.00	\$765.00
TM	02/05/2024	Email to and from OPC re Case Management Conference.	0.40	\$450.00	\$180.00
JH	02/05/2024	Review file; advise TM re CMC	0.40	\$750.00	\$300.00
JH	03/01/2024	Review/analyze Defendant's discovery responses; advise TM and SP re meet and confer	1.50	\$750.00	\$1,125.00
SP	03/01/2024	Reveiwed defendant's discovery requests in PAGA. Discussed with Team.	1.20	\$675.00	\$810.00
JH	03/19/2024	Advise/update AJB re update in discovery process	0.40	\$750.00	\$300.00
JH	03/20/2024	Review Defendant's revisions to Belaire notice; further revise and advise SP	0.40	\$750.00	\$300.00

HD	03/20/2024	Draft Stipulation and Protective Order. Forward to Attorney Puche for review and finalization.	1.00	\$250.00	\$250.00
JH	03/22/2024	Review Defendant's revised Belaire notice; further revise and advise SP	0.40	\$750.00	\$300.00
JH	03/25/2024	Further revise Belaire notice; advise SP	0.50	\$750.00	\$375.00
JH	03/29/2024	Review/further revise revised Belaire Notice; circulate to defense counsel; finalize and sent to TPA for formatting and dissemination; update flow chart	1.00	\$750.00	\$750.00
JH	04/01/2024	Corresp. with defense counsel and TPA re dissemination of belaire west notice	0.30	\$750.00	\$225.00
TM	04/01/2024	Reviewed BW notice timeline from Apex.	0.20	\$450.00	\$90.00
JH	04/02/2024	Review/analyze Defendant's proposed revisions to PO; advise team	0.50	\$750.00	\$375.00
JH	04/09/2024	Additional contemplation re Defendant's proposed AEO provision of PO; advise SP	0.40	\$750.00	\$300.00
SP	04/09/2024	Reviewed Protective Order, Discuss with JSH. Revise and finalize protective order. Communication with Counsel.	0.60	\$675.00	\$405.00
SP	04/09/2024	Followed up with Counsel for Stipulation to Stay pending mediation. Finalized Stipulation and arranged for service and filing.	0.70	\$675.00	\$472.50
JH	04/11/2024	Review/analyze Defendant's suppl. discovery responses; advise SP re meet and confer	1.50	\$750.00	\$1,125.00
TM	04/12/2024	Reviewed and analyzed Defendant's responses to Plaintiff's S Rogs, F Rogs, RFP and RFA, Set 1.	1.20	\$450.00	\$540.00
JH	04/17/2024	Review/revise draft meet and confer; revise and advise SP	0.50	\$750.00	\$375.00
SP	04/17/2024	Reviewed Amended Responses to Discovery. Drafted M&C Letter. Discussed with JSH. Revised M&C letter, finalized and sent to Defendant.	4.90	\$675.00	\$3,307.50
TM	04/22/2024	Reviewed third party admin's notice response report.	0.20	\$450.00	\$90.00
JH	05/02/2024	Discuss with SP re meet and confer with defense counsel; advise	0.40	\$750.00	\$300.00
JH	05/06/2024	Review/analyze Defendant's responsive meet and confer letter re Defendant's discovery responses; advise SP	1.00	\$750.00	\$750.00
JH	05/10/2024	Discuss with SP re additional meet and confer with defense counsel re deficient discovery	0.40	\$750.00	\$300.00

responses					
JH	05/16/2024	Review/analyze Defendant's supplemental discovery responses; advise SP re meet and confer	1.00	\$750.00	\$750.00
JH	05/16/2024	Review/revise draft IDC statement; advise SP	0.60	\$750.00	\$450.00
TM	05/17/2024	Reviewed and analyzed Defendant's supplemental responses to FROGS, SROGS, RFP and RFA, Set One; Reviewed supplemental document production.	1.00	\$450.00	\$450.00
JH	05/17/2024	Review revised IDC stmt	0.40	\$750.00	\$300.00
JH	05/20/2024	Review status of Belaire and class list; advise mediator	0.20	\$750.00	\$150.00
TM	05/22/2024	Reviewed third party admin's final status report re mailed notices.	0.20	\$450.00	\$90.00
TM	05/22/2024	Reviewed email re data release of contact list.	0.20	\$450.00	\$90.00
JH	05/28/2024	Discuss with SP re IDC: discuss with AJB re claim form	0.40	\$750.00	\$300.00
HD	05/31/2024	Execute and finalize Proof of Service. Process and submit Joint Request for IDC to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
SP	05/31/2024	Correspondence with Opp counsel re: IDC Request. Finalized and arranged for service and filing of IDC request. Confirmed extension on MTC and ensured it was calendared.	0.80	\$675.00	\$540.00
SP	06/03/2024	Reviewed calendar and correspondence. Discussed MTC deadline with JSH.	0.40	\$675.00	\$270.00
SP	06/14/2024	Corresponded with JSH re: Documents and Exhibit book.	0.40	\$675.00	\$270.00
JH	06/19/2024	Review/revise MDR; advise TM	0.40	\$750.00	\$300.00
JH	06/24/2024	Review/analyze Defendant's data/doc suppl. production; update file and advise team	1.00	\$750.00	\$750.00
JH	06/26/2024	Further review/analysis of Defendant's supplemental doc production; update exhibit book; circulate to expert for analysis	1.50	\$750.00	\$1,125.00
JH	07/02/2024	Call with expert re analysis	0.50	\$750.00	\$375.00
JH	07/08/2024	F/u corresp with defense counsel re discovery; advise SP	0.50	\$750.00	\$375.00
SP	07/12/2024	Reviewed documents and exhibit book. Updated spreadsheet. Discussed with Team and AJB. Finalized proposed order and and revised and	1.30	\$675.00	\$877.50

		finalized IDC Statement. Sent to Opp Counsel for approval.			
HD	07/15/2024	Execute and finalize Proof of Service. Process and submit Request For IDC and Proposed Order to court for filing via One Legal and serve via email	0.50	\$250.00	\$125.00
JH	07/18/2024	Additional correp w expert re class analysis	0.50	\$750.00	\$375.00
JH	07/19/2024	Additional corresp. with expert re PMK analysis	0.50	\$750.00	\$375.00
JH	07/19/2024	Review/analyze expert analysis tables; discuss with expert	1.00	\$750.00	\$750.00
SP	07/23/2024	Reveiwed documents, exhibit book and correspondence. Discussed with JSH. Sent follow up communication to Defense counsel.	0.40	\$675.00	\$270.00
JH	07/23/2024	Discuss discovery with AJB; advise team	1.00	\$750.00	\$750.00
SP	07/25/2024	Reveiwed correspondence from Opposing Counsel re PMK Deposition. Discussed with JSH. Drafted 2nd Amended PMK Depo Notice and POS and served. Legal research and Drafted correspondence re: Amendment to add Plaintiff Nava.	1.10	\$675.00	\$742.50
SP	07/25/2024	Review and revised Stipulation for leave to file SAC. Drafted SAC and compare document and finalized. Sent Stipulation, SAC and compare document to Opp. Counsel for review.	3.20	\$675.00	\$2,160.00
HD	07/26/2024	Contact Aptus and coordinate court reporter for continued Deposition of Defendant's PMK for 09/11/2024	0.30	\$250.00	\$75.00
SP	07/30/2024	Reviewed correspondence, discussed with team. Sent follow up correspondences and communicated further with Defendant re: Stipulation for leave to file FAC.	0.70	\$675.00	\$472.50
TM	07/31/2024	Reviewed Court's order granting request for IDC.	0.20	\$450.00	\$90.00
TM	07/31/2024	Reviewed and analyzed Defendant's discovery requests to Plaintiff, including RFP, SROG, RFA, and FROG.	1.50	\$450.00	\$675.00
SP	07/31/2024	Reveiwed Discovery requests from Defendant. Corresponded with Team Re Calendaring.	0.90	\$675.00	\$607.50
SP	08/05/2024	Reveiwed correspondence and arranged for shell of Motion to Amend be drafted.	0.50	\$675.00	\$337.50
SP	08/07/2024	Reviewed correspondence from Counsel. Reviewed and finalized stipulation and exhibit. Arranged for service and filing of stipulation.	0.60	\$675.00	\$405.00

TM	08/09/2024	Reviewed Court's order for leave to file SAC.	0.20	\$450.00	\$90.00
SP	08/09/2024	Reveiwed order. Revised, finalized and arranged for filing of Second Amended Complaint.	0.70	\$675.00	\$472.50
HD	08/09/2024	Obtain and download the executed Order for Leave to file SAC. Circulate to handling attorney and staff accordingly.	0.30	\$250.00	\$75.00
HD	08/09/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Second Amended Consolidated Class and Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	08/21/2024	Review IDC stmts; discuss IDC with SP; advise re discovery going forward	0.60	\$750.00	\$450.00
JH	08/21/2024	Meet and confer call with defense counsel re discovery; discuss with SP	0.50	\$750.00	\$375.00
JH	08/23/2024	Review/analyze corresp. from defense counsel re discovery; discuss with SP	0.30	\$750.00	\$225.00
JH	08/27/2024	Discuss with AJB re discovery and IDC outcome; advise	0.30	\$750.00	\$225.00
HD	08/27/2024	The draft/shells for Plaintiff's responses to Defendant's Request For Production, Set One and Plaintiff's responses to Defendant's Request For Admission, Set One.	1.00	\$250.00	\$250.00
SP	08/28/2024	Reviewed Defendant's Discovery requests and Plaintiff's Documents. Called and left Voicemail for Plaintiff.	0.90	\$675.00	\$607.50
HD	08/29/2024	Draft Shell Responses to Special Interrogatories.	1.00	\$250.00	\$250.00
SP	08/30/2024	Reveiwed Defendant's Discovery requests. Discussed discovery with client. sent discovery to client. drafted responses to discovery SROGS, FROGS, RFP and RFA's. Finalized and arranged for service.	6.80	\$675.00	\$4,590.00
JH	08/30/2024	Review/revise draft discovery responses; advise SP	1.00	\$750.00	\$750.00
SP	09/03/2024	Reveiwed correspondence and set time for Meet and Confer with Counsel.	0.30	\$675.00	\$202.50
TM	09/06/2024	Reviewed and analyzed Defendant's Answer to SAC.	0.80	\$450.00	\$360.00
SP	09/06/2024	Reveiwed an analyzed answer and arranged for saving to file.	1.10	\$675.00	\$742.50
JH	09/06/2024	Review/analyze Defendant's Answer to FAC; circulate	0.40	\$750.00	\$300.00

SP	09/09/2024	Discussed PMK calendaring and logistics with JSH and CJ.	0.40	\$675.00	\$270.00
SP	09/11/2024	Reviewed correspondence from OPC and revised and re-printed FROGS responses and sent to OPC per their request.	0.40	\$675.00	\$270.00
JH	10/01/2024	Review file; Update AJB re discovery and MTC	0.50	\$750.00	\$375.00
JH	10/06/2024	Review/analyze Defendant's discovery responses; advise SP re meet and confer	1.00	\$750.00	\$750.00
TM	10/07/2024	Reviewed and analyzed Defendant's further discovery responses to FROGS, SROGS, RFP and RFA.	1.00	\$450.00	\$450.00
JH	10/08/2024	Review/analyze Defendant's further/supplemental production; discuss next steps with SP	1.50	\$750.00	\$1,125.00
JH	10/08/2024	Discuss with AJB re discovery and doc production form defendant; advise SP	0.40	\$750.00	\$300.00
JH	10/12/2024	Review/revise responsive meet and confer corresp to defense counsel re discovery responses; analyze suppl. doc production; advise SP	1.00	\$750.00	\$750.00
JH	10/17/2024	F/u corresp w defense counsel re second mediation	0.20	\$750.00	\$150.00
SP	10/17/2024	Reveiwed expert analysis and exhibit book in preparation of Expert Deposition.	3.40	\$675.00	\$2,295.00
SP	10/18/2024	Sent follow up correspondence regarding Mediation. Reviewed and served Deposition confirmation with Opp Counsel. Confirmed Mediation with mediator and Opp counsel. Drafted captions and service list and sent to Mediator. Arranged for Deposition Cancellation.	1.90	\$675.00	\$1,282.50
SP	10/23/2024	Reveiwed calendar, and case file to comply with appearance/deadline. Advised Team.	0.20	\$675.00	\$135.00
SP	10/23/2024	Reveiwed calendar, and case file to comply with appearance/deadline. Discussed with Team.	0.20	\$675.00	\$135.00
SP	10/28/2024	Reveiwed correspondence from Mediator. Reviewed and arranged for saving and bates stamp of Plaintiff's documents.	0.70	\$675.00	\$472.50
HD	10/30/2024	Draft Stipulation and Proposed Order to Stay Matter Pending Mediation. Forward to Attorney Puche for review, editing and finalization.	1.00	\$250.00	\$250.00
SP	11/15/2024	Reveiwed, revised and sent finalized draft of stipulation to continue arbitration to OPC.	1.70	\$675.00	\$1,147.50
SP	11/20/2024	Reviewed pleadings, correspondence, calendar	1.90	\$675.00	\$1,282.50

		and case notes. Revised and finalized draft Stipulation to stay matter pending mediation. Sent draft to Defense Counsel.			
SP	12/02/2024	Reveiwed calendar, case notes, docket pleadings and correspondence to prepare for deadline/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
SP	12/04/2024	Reveiwed calendar and documents. Discussed with JSH. Communicated with OPC and secured extensions on the Motion to Compel deadline.	0.50	\$675.00	\$337.50
SP	12/16/2024	Discussed discovery with client. Prepared Verifications and sent to Client. Reviewed verifications and arranged for Service on Defendant.	0.90	\$675.00	\$607.50
TM	12/17/2024	Reviewed Defendant's revisions to stipulation to stay pending mediation.	0.30	\$450.00	\$135.00
SP	12/17/2024	Reveiwed and analyzed revisions to stipulation. Revised, finalized and arranged for service and filing of Stipulation to stay pending mediation.	0.40	\$675.00	\$270.00
SP	01/08/2025	Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes to analyze case appearance/deadline.	0.20	\$675.00	\$135.00
SP	01/15/2025	Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes. Discussed missing stipulation Order with Heather. Sent follow up correspondence to OPC requesting order on stipulation to say pending mediation.	0.40	\$675.00	\$270.00
SP	02/19/2025	Reviewed and analyzed correspondence, documents, mediation folder, expert analysis and case notes. Drafted, revised, finalized and served Second Mediation Data Request on OPC.	0.80	\$675.00	\$540.00
SP	03/13/2025	Corresponded with OPC re mediation data and meet and confer date.	0.30	\$675.00	\$202.50
JH	04/01/2025	Review/analyze updated mediation expert analysis; discuss with SP	0.40	\$750.00	\$300.00
FG	04/01/2025	Email Wayne for case file access	0.17	\$250.00	\$41.67
FG	04/01/2025	Cut/edit contact .xlsx for my use to make call to CMs	0.50	\$250.00	\$125.00
FG	04/01/2025	Read and mark-up SAC, case notes, and case docs in prep for decl calls.	1.00	\$250.00	\$250.00
FG	04/01/2025	Draft decl interview outline to expedite calls with willing CMs to ensure that specific claim info is gathered	1.30	\$250.00	\$325.00

FG	04/01/2025	Calls to CMs in search of declarants	2.00	\$250.00	\$500.00
AB	04/01/2025	Finalize and file mediation brief.	2.00	\$895.00	\$1,790.00
HD	04/01/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.20	\$250.00	\$50.00
FG	04/02/2025	Cold calls to CMs on .xlsx in search of decls for upcoming settlement conference that is "around the corner."	3.20	\$250.00	\$800.00
FG	04/02/2025	Texts with Brittany Laroche to set up call time	0.17	\$250.00	\$41.67
FG	04/02/2025	Pitch Arlene Avila. She is current and will not provide a decl.	0.25	\$250.00	\$62.50
FG	04/02/2025	Pitch Brittany Laroche. She wanted to hear the whole basis of the lawsuit but she is current and cannot provide a decl.	0.33	\$250.00	\$83.33
FG	04/02/2025	Call with Brandy Hernandez. Full pitch and she is interested in participating. We will schedule another call to get her details.	0.50	\$250.00	\$125.00
FG	04/02/2025	Texts w/ Brandy Hernandez to see when she is available to take my call for decl interview.	0.17	\$250.00	\$41.67
FG	04/03/2025	Texts to Brandy Hernandez to get decl details. No response at this time.	0.17	\$250.00	\$41.67
FG	04/03/2025	Cold calls to CMs on .xlsx look for declarants.	3.20	\$250.00	\$800.00
FG	04/03/2025	Pitch Jonathan Manalolo. He's curious but he is likely not to call back to volunteer to do a decl. English not first language.	0.50	\$250.00	\$125.00
FG	04/03/2025	Pitch Keri Lomeli. She is a good decl candidate but she has little kids and it may be difficult for her to take my calls, etc.	0.50	\$250.00	\$125.00
SB	04/03/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
FG	04/04/2025	Texts with Keri Lomeli trying to arrange decl call. Even when she says she has time, she always has hands full of her kids so it is hard to get her full attention.	0.33	\$250.00	\$83.33
FG	04/04/2025	Call / pitch, Massiel Salazar. Interested by she is current. She will contact me if her situation changes allowing her to participate	0.33	\$250.00	\$83.33
FG	04/04/2025	Pitch Laura Pavao; current employee and does not want her name on a decl.	0.33	\$250.00	\$83.33
FG	04/04/2025	Pitch Stephanie Montelongo. She is interested	0.50	\$250.00	\$125.00

		and will think about whether or not she is willing to provide a declaration			
FG	04/04/2025	Cold calls to CMs in search of declarants.	2.90	\$250.00	\$725.00
SB	04/04/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
JH	04/07/2025	Additional corresp w expert re analysis	0.50	\$750.00	\$375.00
FG	04/07/2025	Calls to CMs for decls	4.00	\$250.00	\$1,000.00
FG	04/07/2025	Pitch Arishna Cabebe. Only 3 months on the job. Not decl-worthy	0.42	\$250.00	\$104.17
FG	04/07/2025	Explain case to current employee Ashely Davis. No decl	0.33	\$250.00	\$83.33
FG	04/07/2025	Pitch Cristi Lynn Woodward-Watson. She's interested in the case but not sure she is willing to put her name on decl.	0.50	\$250.00	\$125.00
AB	04/08/2025	Prep and appear for mediation.	5.00	\$895.00	\$4,475.00
JH	04/08/2025	Review docs in file; advise AJB; discuss outcome of mediation and forthcoming mediators proposal	2.00	\$750.00	\$1,500.00
SB	04/08/2025	Attend mediation	8.00	\$450.00	\$3,600.00
JH	04/28/2025	Review draft MOU	0.30	\$750.00	\$225.00
AB	04/28/2025	Exchange corr w/ mediator re settlement. Draft/ circulate MOU.	2.00	\$895.00	\$1,790.00
KN	04/28/2025	Review results of mediation from AJ; review draft MOU; provide input	0.50	\$950.00	\$475.00
JH	05/02/2025	Review proposed revisions to MOU	0.30	\$750.00	\$225.00
NDB	05/13/2025	Review case file and mediation notes. Review MOU terms. Send MOU to Plaintiffs for signature. Calls and emails to obtain signature.	1.30	\$850.00	\$1,105.00
KN	05/15/2025	Review final MOU; analysis of issues for approval	0.30	\$950.00	\$285.00
JH	05/29/2025	Review file; draft/revise joint reports; circulate to defense counsel for review	0.50	\$750.00	\$375.00
JH	05/30/2025	Finalize a prepare joint reports for filing; advise HD	0.20	\$750.00	\$150.00
AB	06/03/2025	Review/status of signing MOU. Draft/send corr to multiple OPC. Review/analyze responses and strategize how to overcome the delays.	2.00	\$895.00	\$1,790.00
SP	06/04/2025	Reviewed and analyzed pleadings, case docket, orders, and communications. Discussed next steps with JSH in the PAGA and Class matters.	0.90	\$675.00	\$607.50

JH	06/04/2025	Review MOU; assess procedural posture; analyze attorney billing and costs; draft longform class settlement agreement; circulate to defense counsel for review	3.00	\$750.00	\$2,250.00
TM	06/09/2025	Planned and prepared for upcoming CMC; attended CMC; advised firm and team re case status.	1.20	\$450.00	\$540.00
JH	06/09/2025	Advise TM re CMC	0.20	\$750.00	\$150.00
JH	06/09/2025	Review Individual MOU; draft individual settlement agreement; circulate to defense counsel for review	1.20	\$750.00	\$900.00
JH	06/27/2025	F/u corresp w defense counsel re proposed revisions to longform agreement	0.20	\$750.00	\$150.00
TM	07/29/2025	Email from client re case status.	0.20	\$450.00	\$90.00
JH	08/13/2025	Review file; f/u corresp w defense counsel re status of agreements	0.20	\$750.00	\$150.00
JH	08/14/2025	Review/analyze Defendant's proposed revisions to class and individual longform agreements; discuss with Kn and ND and advise.	1.20	\$750.00	\$900.00
KN	09/03/2025	Review draft Agreement and Defendant's revisions; review memo from JH; analyze and respond to each issue	1.00	\$950.00	\$950.00
JH	09/03/2025	Further discuss w/KN re Defendant's revisions to longform; further revise and circulate to Defendant for review	0.80	\$750.00	\$600.00
JH	09/10/2025	F/u with defense counsel re additional proposed revisions to agreement	0.20	\$750.00	\$150.00
JH	09/12/2025	Further discuss longform with defense counsel	0.30	\$750.00	\$225.00
JH	09/17/2025	Review file; f/u with defense counsel re longform agreement	0.20	\$750.00	\$150.00
JH	10/08/2025	f/u with defense counsel re Agreement	0.20	\$750.00	\$150.00
JH	10/09/2025	Make final revision to agreements as requested by Defendant; discuss with KN; finalize and circulate for execution	0.50	\$750.00	\$375.00
NDB	10/10/2025	Review settlement agreements for conformity with MOU terms. Send to Plaintiffs for signature. Follow up to obtain signatures and explain approval process.	1.00	\$850.00	\$850.00
TM	10/22/2025	Review file and pertinent documents, including MOU and settlement agreement; discussed case status with team; drafted Declaration of Plaintiff ISO approval motion; email to client to discuss	3.50	\$450.00	\$1,575.00

		declaration; Drafted Declaration of Nava ISO MPA; email to client re MPA.			
HD	10/22/2025	Telephone call to the clerk of the court. Reserve hearing for Motion for Preliminary Approval of Class Settlement.	0.20	\$250.00	\$50.00
JH	11/06/2025	Review/analyze declaration per section 7.1 ; compare to agreement to see if escalator has been triggered	0.20	\$750.00	\$150.00
AB	11/28/2025	Prepare Kullar valuation for mediation.	3.00	\$895.00	\$2,685.00
KN	12/03/2025	Draft Exhibits to settlement agreement; review final draft of settlement agreement; \ review prior \rulings and revise draft exhibits; email to the Defendant	4.50	\$950.00	\$4,275.00
JH	12/03/2025	Review draft exhibits to longform agreement	0.30	\$750.00	\$225.00
KN	12/08/2025	Draft motion for preliminary approval; analysis of Kullar issues; update approval outline; revise draft motion; email Defendant	4.50	\$950.00	\$4,275.00
JH	12/09/2025	Review/analyze MPA draft; discuss with KN	0.70	\$750.00	\$525.00
KN	12/09/2025	Work on motion issue; discuss with JH; review status of issues needed for settlement	1.00	\$950.00	\$950.00
KN	12/18/2025	Review and revise exhibits for final; finalize exhibits and prepare Agreement with exhibits	1.00	\$950.00	\$950.00
KN	12/18/2025	Draft declaration ISO MPA; further Kullar analysis and detail inserts for declaration.	3.00	\$950.00	\$2,850.00
KN	12/18/2025	Revise motion; finalize motion documents; file and serve motion; serve LWDA; memo to file	1.90	\$950.00	\$1,805.00
KN	12/22/2025	Review rejection notices; memo to staff; revise motion documents; email to Defense counsel.	1.50	\$950.00	\$1,425.00
TM	01/22/2026	Review file and court docket; drafted Plaintiff's Statement re Motion to Dismiss; discussed with team; advised HD re filing/service.	0.90	\$450.00	\$405.00
JH	01/22/2026	Review file; revise CMC stmt; advise TM	0.30	\$750.00	\$225.00
SP	02/06/2026	Reveiwed and analyzed tentative, docket, calendar, pleadings and correspondence. Prepared and appeared for Hearing. Updated case file.	1.30	\$675.00	\$877.50
TM	03/10/2026	Reviewed Court's tentative ruling re MPA.	0.20	\$450.00	\$90.00
KN	03/11/2026	Court appearance - motion for preliminary approval; prepare for hearing; review tentative ruling	1.50	\$950.00	\$1,425.00

KN	03/12/2026	Memo to Admin with documents; research issues and update class notice; memo to staff regarding next steps	0.60	\$950.00	\$570.00
KN	03/16/2026	Review Admin emails; review timeline; check issues; respond	0.30	\$950.00	\$285.00
KN	03/27/2026	Review formatted class notice; review assignment notice; respond to Admin; review spreadsheet; update chart	1.00	\$950.00	\$950.00
KN	04/25/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
TM	04/27/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
KN	05/02/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
TM	05/03/2026	Email from TPA re settlement report; reviewed settlement report.	0.30	\$450.00	\$135.00
KN	05/16/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
TM	05/25/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
JH	05/29/2026	Review MPA Order; analyze settlement admin reports; further review agreement; assess attorney time and costs for loadstar analysis; draft MFA/Fee Motion notice of motion and memorandum; discuss with KN	3.30	\$750.00	\$2,475.00
TM	05/30/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
KN	05/30/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	06/05/2026	Review and revise draft motion for final approval; research issues for motion; update approval outline; email Defendant; memo to staff	3.00	\$950.00	\$2,850.00
KN	06/06/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
TM	06/08/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
JH	06/08/2026	Review KN revisions to MFA/Fee Motion memorandum; further analyze Settlement Agreement; draft declaration in support of MFA/ Fee Motion; advise HD re tables	1.80	\$750.00	\$1,350.00
KN	06/11/2026	Review and revise draft declaration ISO motion for final approval; research issues	1.50	\$950.00	\$1,425.00
KN	06/11/2026	Work on motion; correct issues; emails to staff; review billing for accuracy; correct issues and finalize costs	2.00	\$950.00	\$1,900.00
JH	06/11/2026	Review/further revise MFA declaration	0.40	\$750.00	\$300.00
KN	06/12/2026	Review and revise motion; finalize lodestar; finalize motion; file and serve motion; serve	3.50	\$950.00	\$3,325.00

LWDA

Quantity Subtotal 338.1

Services Subtotal \$217,370.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	12/16/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	04/06/2023	Onelegal/Court Filing Fee	1.00	\$465.03	\$465.03
Expense	04/06/2023	Onelegal/Court Filing Fee	1.00	\$1,494.53	\$1,494.53
Expense	05/26/2023	Onelegal/Court Filing Fee	1.00	\$17.04	\$17.04
Expense	05/26/2023	Onelegal/Court Filing Fee	1.00	\$17.04	\$17.04
Expense	05/31/2023	Knox	1.00	\$81.95	\$81.95
Expense	05/31/2023	Knox	1.00	\$127.55	\$127.55
Expense	06/01/2023	Onelegal/Court Filing Fee	1.00	\$41.95	\$41.95
Expense	06/01/2023	Onelegal/Court Filing Fee	1.00	\$41.95	\$41.95
Expense	07/20/2023	One Legal Invoice No. 05161867 (Class)	1.00	\$17.04	\$17.04
Expense	07/20/2023	One Legal Invoice No. 05161865 (Paga)	1.00	\$17.04	\$17.04
Expense	08/17/2023	One Legal Invoice No. 05237010 (Class)	1.00	\$17.04	\$17.04
Expense	08/21/2023	One Legal Invoice No. 05248008	1.00	\$37.78	\$37.78
Expense	08/28/2023	One Legal Invoice No. 05269451	1.00	\$17.04	\$17.04
Expense	09/22/2023	One Legal Invoice No. 05234578 (Class)	1.00	\$13.33	\$13.33
Expense	10/25/2023	One Legal Invoice No. 05436970	1.00	\$37.78	\$37.78
Expense	01/31/2024	Berger Consulting Fee.	1.00	\$5,040.00	\$5,040.00
Expense	03/20/2024	Expert Fees - Creal & Creal.	1.00	\$828.75	\$828.75
Expense	04/15/2024	Mediation Fees - McKelvey	1.00	\$8,250.00	\$8,250.00
Expense	06/04/2024	One Legal Invoice No. 06089668	1.00	\$51.48	\$51.48
Expense	06/05/2024	Administrator - Apex	1.00	\$959.46	\$959.46
Expense	06/05/2024	One Legal Invoice No. 06092058	1.00	\$15.39	\$15.39
Expense	07/18/2024	One Legal Invoice No. 06209860	1.00	\$19.10	\$19.10
Expense	07/31/2024	Expert Fees - DM&A	1.00	\$7,718.75	\$7,718.75

Expense	08/09/2024	One Legal Invoice No. 06271656	1.00	\$39.84	\$39.84
Expense	08/13/2024	One Legal Invoice No.	1.00	\$19.10	\$19.10
Expense	01/24/2025	Mediation Fees - JAMS	1.00	\$9,500.00	\$9,500.00
Expense	04/16/2025	Expert Fees - Berger Consulting Group	1.00	\$8,775.00	\$8,775.00
Expense	05/16/2025	FedEx	1.00	\$44.24	\$44.24
Expense	06/03/2025	One Legal/Court Fees	1.00	\$23.63	\$23.63
Expense	06/05/2025	VCourt Remote Appearance (CMC 06/09/2025)	1.00	\$35.00	\$35.00
Expense	06/06/2025	One Legal/Court Fees	1.00	\$17.50	\$17.50
Expense	12/22/2025	One legal charge	1.00	\$92.93	\$92.93
Expense	12/22/2025	One legal filing charge	1.00	\$17.50	\$17.50
Expense	12/24/2025	one legal charge	1.00	\$93.15	\$93.15
Expense	12/29/2025	One legal filing charge - motion	1.00	\$87.86	\$87.86
Expense	01/22/2026	One Legal/Court Fees	1.00	\$24.73	\$24.73
Expense	01/30/2026	VCourt- (Stanislaus) Remote Appearance for 02/06/2026-Hearing re Motion to Dismiss-	1.00	\$35.00	\$35.00
Expense	06/05/2026	V-Court expense for court appearance	1.00	\$37.35	\$37.35
Expense	06/12/2026	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$44,304.85	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	24.0	\$895.00	\$21,480.00
Scott Blumenthal	34.8	\$450.00	\$15,660.00
Nicholas De Blouw	30.8	\$850.00	\$26,180.00
Ricardo Ehmann	15.3	\$475.00	\$7,267.50
Jeffrey Herman	61.3	\$750.00	\$45,975.00
Trevor Moran	39.7	\$450.00	\$17,865.00
Kyle Nordrehaug	39.4	\$950.00	\$37,430.00
Sergio Puche	52.5	\$675.00	\$35,437.50
Adolfo Sanchez Contreras	0.5	\$250.00	\$125.00
Heather Drosi	16.2	\$250.00	\$4,050.00
Frederick Goldman	23.6	\$250.00	\$5,900.00

Quantity Total	338.1
Subtotal	\$261,674.85
Total	\$261,674.85

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/12/2026	\$261,674.85	\$0.00	\$261,674.85
Outstanding Balance				\$261,674.85
Total Amount Outstanding				\$261,674.85

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
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

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

4 Trevor G. Moran (State Bar #330394)

2255 Calle Clara

5 La Jolla, CA 92037

Telephone: (858)551-1223

6 Facsimile: (858) 551-1232

7 Website: www.bamlawca.com

8 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF STANISLAUS**

12 TYEISHA TRAVIS, ALEJANDRA NAVA,
13 individuals, on behalf of themselves and on
14 behalf of all persons similarly situated,

15 Plaintiffs,

16 v.

17 COMMUNITY HOSPICE, INC., a California
18 Corporation; and DOES 1 through 50,
19 inclusive

20 Defendants.

Case No. CV-23-001773

**DECLARATION OF TYEISHA TRAVIS
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: March 11, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. John D. Freeland

Dept.: 23

Action Filed: April 04, 2023

Trial Date: None Set

1 I, Tyeisha Travis, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class
4 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 worked for the defendant Community Hospice, Inc. ("Community Hospice") in California
8 from September of 2019 to April of 2022, and during that time period was been classified by
9 Community Hospice as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I was forced to
18 work off the clock daily, as I often received work related messages on my phone before my shift,
19 after my shift, during my scheduled lunch break, and during my off days. Additionally, I did not
20 always receive compliant meal and rest breaks which were often late, short or missed entirely – and
21 when these violations occurred, I did not receive all break penalty payments I was entitled to.
22 Further, I was not reimbursed for the use of my personal cellular phone, which I was forced to use
23 in furtherance of my job duties.

24 6. I spoke to my attorneys several times and discussed how Community Hospice implemented
25 its company policies and procedures. I also assisted my attorneys in their investigation into my
26 claims by providing them documents and answering their questions. I reviewed the complaint
27 before it was filed and was given access to an electronic file sharing program that alerted me via
28 email when important documents were filed so that I could review them and keep up with the

1 developments in the case which I understood was one of my duties as a class representative. I could
2 also access court filings from this case on my attorney's law firm website. Also, I was informed
3 that Community Hospice had the right to take my deposition, and that the preparation and deposition
4 itself could take multiple days. Although my deposition was not taken, I feel I would have been
5 adequately prepared and comfortable to give testimony on my experiences.

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

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

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

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

28 11. A second mediation took place on April 8, 2025, with Hon. Carl J. West, a well-respected

1 and experienced mediator of wage and hour class actions. After the mediation the parties were able
2 to come to an agreement to settle the action. I communicated with my attorneys regarding the terms
3 of the settlement which was reached between the parties and understood that I was representing
4 absent class members and therefore wanted the best possible result to be obtained for the class
5 members and I believe a very positive result was in fact achieved via settlement. I closely reviewed
6 and signed the Memorandum of Understanding, and when the final settlement agreement was ready,
7 I reviewed it closely and signed it.

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

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

19 14. I believe I did the right thing by filing this case on behalf of the class members who, subject
20 to court approval, are in line to receive monetary payments as a result of this case and settlement.
21 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel
22 significant personal satisfaction to know that I played a role in the class members being entitled to
23 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class
24 representative service award of \$10,000 from the settlement is fair compensation for the work I
25 performed and the risks I undertook.

26 15. In light of all the time and effort I have spent on this case, the risk I undertook by suing a
27 former employer, the exposure to being responsible for paying Community Hospice costs in the
28 event we did not win the case, the reputational risk that future employers may hold this lawsuit

1 against me, and in light of the size of the settlement, I believe the request for \$10,000 as a class
2 representative service payment is fair and reasonable.

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

5 Executed on 10/23/2025, at Fresno, CA.
6 (city, state)

7
8 *Tyeisha Travis*

9 Tyeisha Travis
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

4 Trevor G. Moran (State Bar #330394)

2255 Calle Clara

5 La Jolla, CA 92037

Telephone: (858)551-1223

6 Facsimile: (858) 551-1232

7 Website: www.bamlawca.com

8 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF STANISLAUS**

12
13 TYEISHA TRAVIS, ALEJANDRA NAVA,
individuals, on behalf of themselves and on
14 behalf of all persons similarly situated,

15 Plaintiffs,

16 v.

17 COMMUNITY HOSPICE, INC., a California
18 Corporation; and DOES 1 through 50,
inclusive

19
20 Defendants.

Case No. CV-23-001773

**DECLARATION OF ALEJANDRA NAVA
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: March 11, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. John D. Freeland

Dept.: 23

Action Filed: April 04, 2023

Trial Date: None Set

1 I, Alejandra Nava, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class
4 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 worked for the defendant Community Hospice, Inc. ("Community Hospice") in California
8 from April of 2015 to August of 2023, and during that time period was been classified by
9 Community Hospice as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I was forced to
18 work off the clock daily, as I often received work related messages on my phone before my shift,
19 after my shift, during my scheduled lunch break, and during my off days. Additionally, I did not
20 always receive compliant meal and rest breaks which were often late, short or missed entirely – and
21 when these violations occurred, I did not receive all break penalty payments I was entitled to.
22 Further, I was not reimbursed for the use of my personal cellular phone, which I was forced to use
23 in furtherance of my job duties.

24 6. I spoke to my attorneys several times and discussed how Community Hospice implemented
25 its company policies and procedures. I also assisted my attorneys in their investigation into my
26 claims by providing them documents and answering their questions. I reviewed the complaint
27 before it was filed and was given access to an electronic file sharing program that alerted me via
28 email when important documents were filed so that I could review them and keep up with the

1 developments in the case which I understood was one of my duties as a class representative. I could
2 also access court filings from this case on my attorney's law firm website. Also, I was informed
3 that Community Hospice had the right to take my deposition, and that the preparation and deposition
4 itself could take multiple days. Although my deposition was not taken, I feel I would have been
5 adequately prepared and comfortable to give testimony on my experiences.

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

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

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

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

28 11. A second mediation took place on April 8, 2025, with Hon. Carl J. West, a well-respected

1 and experienced mediator of wage and hour class actions. After the mediation the parties were able
2 to come to an agreement to settle the action. I communicated with my attorneys regarding the terms
3 of the settlement which was reached between the parties and understood that I was representing
4 absent class members and therefore wanted the best possible result to be obtained for the class
5 members and I believe a very positive result was in fact achieved via settlement. I closely reviewed
6 and signed the Memorandum of Understanding, and when the final settlement agreement was ready,
7 I reviewed it closely and signed it.

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

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

19 14. I believe I did the right thing by filing this case on behalf of the class members who, subject
20 to court approval, are in line to receive monetary payments as a result of this case and settlement.
21 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel
22 significant personal satisfaction to know that I played a role in the class members being entitled to
23 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class
24 representative service award of \$10,000 from the settlement is fair compensation for the work I
25 performed and the risks I undertook.

26 15. In light of all the time and effort I have spent on this case, the risk I undertook by suing a
27 former employer, the exposure to being responsible for paying Community Hospice costs in the
28 event we did not win the case, the reputational risk that future employers may hold this lawsuit

1 against me, and in light of the size of the settlement, I believe the request for \$10,000 as a class
2 representative service payment is fair and reasonable.

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

5 Executed on 10/23/2025, at Modesto, CA.
6 (city, state)

7 

8 Alejandra Nava (Oct 23, 2025, 13:27:49 PDT)

9 Alejandra Nava
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28