

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

Attorneys for Plaintiffs

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

GELENIA SANCHEZ, ELIANA ALBA,
NICOLE DECUIR, MARY GREEN,
JAMEICA HATCH, and RHYAN E.
HODGE, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

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

Defendants.

CASE NO.: **CGC-23-604614**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: June 17, 2026
Hearing Time: 9:30 a.m.

Judge: Hon. Jeffrey S. Ross
Dept.: 613

Date Action Filed: February 10, 2023
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyen Hodge
4 (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Kyo-Ya Ohana, LLC
9 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant who were classified as non-exempt Caregiver employees who received EMG pay from
13 Defendant in the State of California at any time during the Class Period”, which is February 10,
14 2019 through December 31, 2025; (3) provisionally appointing Plaintiffs as the representatives of
15 the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
16 Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that
17 notice of the proposed settlement be given to the Class; (7) appointing Apex Class Action LLC as
18 the Administrator, and (8) scheduling a final approval hearing date, proposed for November 5, 2026,
19 to consider Plaintiffs’ motion for final approval of the settlement and for approval of attorneys’ fees,
20 expenses and the service awards. Attached hereto as Exhibit #1 is a copy of the fully executed Class
21 Action and PAGA Settlement Agreement (“Agreement”) along with exhibits thereto. The form of
22 the Agreement is based upon the Los Angeles County Superior Court model form for a class and
23 PAGA settlement. A redline comparison between the Agreement and the LA Court’s model form is
24 attached as Exhibit #2. This Declaration incorporates by reference the definitions in the Agreement,
25 and all terms defined therein shall have the same meaning as set forth in the Agreement.

26
27 Fairness of Settlement

28 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount

1 of Nine Hundred Fifty Thousand Dollars (\$950,000) (the “Gross Settlement Amount”) is to be paid
2 by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues
3 pending in the Action between the Parties and will be made in full and final settlement of the
4 Released Class Claims in exchange for the payments to Participating Class Members from the Net
5 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
6 fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment
7 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.23.) The
8 following is a table of the key Settlement terms and the proposed deductions:

9 **\$950,000** (Gross Settlement Amount)

- 10 - \$75,000 (Plaintiffs’ proposed service awards - not to exceed amount)
- 11 - \$59,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 12 - \$316,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 13 - \$20,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 14 - \$39,000 (Administration Expenses Payment - not to exceed amount)

15 **\$440,334** (Net Settlement Amount)

16 4. The relief provided in the Settlement will benefit all members of the Class. The
17 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
18 Payments to the Class Members are all determined under a neutral methodology. Each Participating
19 Class Member will receive the same opportunity to participate in and receive payment through a
20 neutral formula that is based upon the Workweeks for that individual.

21 5. On January 8, 2026, the Parties participated in an all-day mediation with Hon. Carl J.
22 West (ret.), a respected and experienced mediator of wage and hour class actions. In preparation for
23 the mediation, Defendant provided Class Counsel with payroll, time and employment data, along
24 with other information regarding the Class Members, various internal documents, and other
25 compensation and employment-related materials. Class Counsel analyzed the data with the
26 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
27 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
28

1 for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is
2 fair, reasonable and adequate.

3 6. **Maximum Valuation and Discounted Valuation.** Based upon 2,740 Class
4 Members who worked an estimated 46,110 work weeks (Agreement at ¶ 4.1), the Gross Settlement
5 Amount provides an average value of \$20 per Class Member and \$20 per workweek, and after
6 deductions the Net Settlement Amount provides an average recovery of \$160.70 per Class Member
7 and a recovery of \$9.54 per workweek. The calculations to compensate for the amount due for the
8 Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage expert.
9 As to the Class whose claims are at issue in this Action, Plaintiffs used the expert to analyze the
10 data and determine the potential unpaid wages for the employees. The maximum potential damages
11 were calculated to be \$1,608 for the alleged underpaid wages for meal premiums based on the
12 miscalculation of the regular rate, \$1,317,836 for the alleged unpaid wages for off-the-clock work at
13 one hour per week, \$393,575 for alleged rest period damages based upon the 10.7% violation rate
14 observed for meal period records, \$59,948 for alleged unreimbursed cell-phone expenses at \$5 per
15 month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was calculated such that
16 Defendant was subject to a maximum damage claim in the amount of \$1,772,967. As to potential
17 penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of between
18 \$2,706,393 and \$4,337,471, depending on the predicate violation, and potential maximum wage
19 statement penalties were \$4,276,000.¹ Defendant vigorously disputed Plaintiffs' calculations and
20 exposure theories. Consequently, the Gross Settlement Amount of \$950,000 represents more than
21 53% of the maximum value of the alleged damages at issue in this case at the time this Settlement
22
23

24 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
25 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
26 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium
27 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
28 and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

1 was negotiated.² Importantly, the recent decision that good faith belief of compliance by the
2 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
3 negate the claims for waiting time and wage statement penalties, even if wages were owed to the
4 Class. The above maximum calculations should then be realistically risk-adjusted in consideration
5 for both the risk of class certification and the risk of establishing class-wide liability on all claims.
6 Given the amount of the settlement as compared to the potential value of claims in this case and the
7 defenses asserted by Defendant, this settlement is fair and reasonable. Specific details as to the
8 calculation and valuation of the claims for purposes of mediation and the negotiation of the
9 Settlement are as follows:

10 **A. Payroll and Timekeeping Data.** Defendant home-care services company:
11 Defendant employs individuals who provide fundamental home care services.
12 Plaintiffs received and Plaintiffs' expert analyzed payroll and time punch data
13 which covered 736 Class Members, 148,117 shifts and 32,187 workweeks
14 covering the date range of 2/10/19 to 6/30/24, which was then extrapolated to
15 the entire Class at the time of mediation. Based on the data received, the
16 average rate of pay for the Class used in the class-wide valuation calculations
17 was \$22.26.

18 **B. Alleged Unpaid Wages Due to Miscalculation of the Regular Rate.**
19 Plaintiffs allege that when paying meal premiums, the Defendant incorrectly
20 calculated the regular rate used for these wages. Plaintiff alleged that the
21 "EMG SRV" pay remunerations were not included in the regular rate
22 calculation. : BONUS (119). Additional semi-annual compensation includes:
23 SALES BONU (7), BNSSA (6). The damages are calculated as the
24 differences between the overtime earnings, assuming these earnings were
25 paid properly at the regular rate including all remunerations above, and the
26

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 actual payouts. The alleged unpaid wages from the miscalculation of the
2 regular rate applicable to overtime was calculated to total \$1,608. Plaintiffs
3 believes this was a clear basis for liability as a matter of pure math, however,
4 the damages for the Class are low. Plaintiffs maintain that there is a high
5 degree this claim would be certified and a high degree that liability could be
6 establish on a class-wide basis. As a result, Plaintiffs did not discount this
7 claim.

8 **C. Alleged Off-The-Clock Work.** The off-the-clock claim is based on
9 allegations that Defendant knew or should have known the Class Members
10 worked off the clock due to after hours phone calls, scheduling issues and
11 emergencies. As a result, they were systematically subjected to this alleged
12 uncompensated work time. Off-the-clock damages assume employees were
13 not paid 1 hour per workweek. Unpaid off-the-clock time based on 1 hour per
14 week sums up to 45,486 total unpaid OTC hours. 40% of these hours are
15 assumed overtime. Unpaid OTC wages are calculated as the sum of unpaid
16 regular OTC wages (at hourly rate) and unpaid overtime OTC wages (at 1.5x
17 hourly rate). As a result, the maximum value of the claim for unpaid wages
18 due to alleged off-the-clock work was \$1,317,836. In light of the Defendant's
19 policies requiring work time to be recorded in the manner required by the
20 Defendant, Plaintiffs believes that class certification for this claim is a
21 medium risk and off-the-clock claims are difficult to prove on a class-wide
22 basis for liability and recovery given the lack of documentation and the
23 potential for individual variances as to time and experience, not to mention
24 Defendant's position that this work time is in fact recorded. Plaintiff
25 discounted this maximum valuation for this claim by 50% for the risk of
26 certification and 50% for the risks of class-wide liability, resulting in a
27 discounted value of \$329,459.
28

1 **D. Meal Period Violations.** The meal period claim is based upon the analysis
2 of time punch records. The time punch records reflect a maximum potential
3 meal break violation rate of 10.7% of shifts greater than 6 hours. The pay data
4 reflects meal break premiums paid for more than 14% of shifts greater than 6
5 hours. As a result. The number of meal period premiums exceed the potential
6 violations, which negates any damages for the missed meal period claim,
7 resulting in a \$0 value of the missed meal period claim.

8 **E. Alleged Rest Period Violations.** The rest period claim is difficult to
9 calculate because California law does not require rest periods to be recorded.
10 For this claim, Plaintiff used a 10.7% violation assumption based upon an
11 meal break records, based on the assumption that circumstances giving rise to
12 missed meal periods would also result in missed rest periods. The damages
13 for a missed period is one hour of pay under Labor Code §§266.7 and 512.
14 As a result, the maximum potential damages for alleged rest period violations
15 using this 10.7% violation rate were estimated to be \$393,575. The rest
16 period claim presents a low likelihood of class certification and a low
17 likelihood that class-wide recovery could be obtained at trial. Plaintiff
18 discounted this maximum valuation for this claim by multiplying by 30% for
19 the risk of certification and by 30% for the risks of class-wide liability,
20 resulting in a discounted value of \$35,422.

21 **F. Alleged Business Expenses Reimbursement.** The expense reimbursement
22 claim was based upon the personal cell phone usage for work purposes, such
23 as calls with management. The value of this claim used was \$5 per month to
24 calculate that the maximum potential damages for the alleged failure to
25 reimburse business expenses were \$59,948. Plaintiff believes that there is a
26 high likelihood of class certification for this claim, and high likelihood of
27 class-wide liability. Defendant contended that any personal cell phone usage
28 was merely convenient and voluntary such that reimbursement was not

1 legally required, but Plaintiffs could show where cell-phone usage was
2 necessary to perform work for the Defendant. Plaintiff did not discount this
3 claim for the risk of certification or for the risks of class-wide liability and
4 recovery, resulting in a value of \$59,948.

5 **G. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for
6 all 193 terminated employees x 30 days x 6.8 hours per day. As such, the
7 maximum value of the potential waiting time penalties were calculated to be
8 \$4,337,471 for the 952 terminated employees based upon the off-the-clock
9 wages. This claim is entirely derivative of the unpaid wage claims above, and
10 therefore suffers from the same risks, plus Defendant maintains additional
11 defenses of a good faith defense specific to this claim. The recent decision
12 that good faith belief dispute as to wages owed by the employer in *Naranjo v.*
13 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
14 negate this claim even if wages were owed to the class. In light of the state of
15 the law, and the Defendant's defenses not only to the predicate claims and
16 certification, but also as to a good faith defense to the wage statement claim
17 resulting in an additional risk discounting by multiplying by 25%, Plaintiffs
18 discounted this claim significantly to \$271,092.

19 **H. Alleged Wage Statement Penalties.** Wage Statement Penalties are
20 calculated at \$50 for the initial violation and \$100 for each subsequent
21 violation with a max of \$4,000 per employee (assumes 100% violation). The
22 Wage Statement claim is predicated and is derivative of the above claims, so
23 the maximum valuation assumed there was a violation in every pay period
24 within the applicable one-year statute of limitation. The maximum value of
25 the potential wage statement penalties were therefore calculated to be
26 \$4,276,000. This claim is entirely derivative of the unpaid wage claims
27 above, and therefore suffers from the same risks, plus Defendant maintains
28 additional defenses of a lack of knowing and willful conduct specific to this

claim. The recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this claim even if wages were owed to the class. In light of the state of the law, and the Defendant's defenses not only to the predicate claims but also as to a good faith defense to the wage statement claim resulting in an additional risk discounting by 25%, Plaintiff discounted this claim significantly to \$267,250.

I. Total Discounted Valuation. Based upon the above discounted valuations for each of the above class claims, the total discounted valuation for all class claims would be \$964,779, which compares favorably to the Gross Settlement Amount in this Settlement.

J. Alleged PAGA Claim. The PAGA Claim is not a class claim and the PAGA penalties are paid primarily (75%) to the State of California, and do not compensate for or release the individual claims of the employees. As such, the PAGA Claim is not included in this valuation, however, the PAGA claim is addressed separately below at paragraph 33.

Procedural History of the Litigation

7. On January 9, 2023, Plaintiff Gelenia Sanchez filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice by Gelenia Sanchez is attached hereto as Exhibit #4 for the Court's reference, and it included a copy of the draft complaint.

8. On February 10, 2023, Plaintiff Gelenia Sanchez commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the "Action"). The Class Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3)

1 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4)
2 failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5)
3 failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure
4 to provide accurate itemized wage statements in violation of California Labor Code § 226; (7)
5 failure to reimburse employees for required expenses in violation of California Labor Code § 2802;
6 (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
7 and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and
8 246.³ On May 26, 2023, Ms. Sanchez filed a Representative Action Complaint alleging a single
9 cause of action against Defendant for recovery of civil penalties for violation of Private Attorney
10 General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") in the Superior Court of the State of
11 California, County of San Francisco ("PAGA Action"). On May 28, 2024, the Court ordered the
12 PAGA Action consolidated with the Action.

13 9. As part of this Agreement, the Parties agreed to the filing of a Second Amended
14 Class and Representative Action Complaint in the Action that adds Plaintiffs Eliana Alba, Nicole
15 Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge. The Second Amended Class and
16 Representative Action Complaint is the operative complaint in the Action (the "Operative
17 Complaint").

18 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
19 including informal discovery and the production of documents, class data, and other information,
20 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
21 The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2)
22 payroll data and a sampling of time punch data for the Class covering 736 Class Members, 148,117
23 shifts and 32,187 workweeks covering the date range of 2/10/19 to 6/30/24; (3) Defendant's wage
24 and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements
25

26
27 ³ The complaint also asserted separate individual claims for failure to engage in the interactive
28 process in violation of California Government Code § 12940(n); and, wrongful termination in
violation of public policy on behalf of Gelenia Sanchez only.

1 provided by Defendant. As such, Class Counsel received the data and information for the Class,
2 which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

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

9 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
10 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
11 documents and information in connection with the Action. In June 2024 the Parties engaged in
12 mediation before Louis Marlin, but the mediation was not successful. On January 8, 2026, the
13 Parties participated in a second, all-day mediation presided over by Honorable Carl J. West (ret.), a
14 respected and experienced mediator of wage and hour class actions. Following the mediation, the
15 Parties agreed to settle the Action based upon a mediator's proposal which was memorialized in the
16 form of a Memorandum of Understanding. The Parties then negotiated the final terms of the
17 settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
18 contentious.

19 13. Although a settlement has been reached, Defendant denies any liability or
20 wrongdoing of any kind associated with the claims alleged in the Actions and further denies that, for
21 any purpose other than settlement, the Actions is appropriate for class and/or representative
22 treatment. Defendant contends, among other things, that it has complied at all times with the
23 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
24 Defendant contends that class certification is inappropriate for any reason other than for settlement.
25 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
26 that the Actions are appropriate for class certification on the basis that the claims meet the requisites
27 for class certification. Without admitting that class certification is proper, Defendant has stipulated
28 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.10.) The

1 Parties agree that certification for settlement purposes is not an admission that class certification is
2 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
3 Class could be certified absent a settlement. Solely for purposes of settling the Actions, the Parties
4 stipulate and agree that the requisites for establishing class certification with respect to the Class are
5 satisfied.

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

18
19 Settlement Terms and Plan of Allocation

20 15. The Gross Settlement Amount is Nine Hundred Fifty Thousand Dollars (\$950,000).
21 (Agreement at ¶ 1.23.) Under the Settlement, the Gross Settlement Amount consists of the
22 following elements: (1) payment of the Individual Class Payments to the Participating Class
23 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
24 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
25 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.23.) The Gross Settlement Amount does
26 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
27 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

28 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay

1 payroll taxes no later than thirty (30) days after the Effective Date. (Agreement at ¶ 4.3.) The
2 distribution of Individual Class Payments to Participating Class Members along with the other
3 Court-approved distributions shall be made within 14 days after the Defendant funds the settlement.
4 (Agreement at ¶ 5.1.)

5 17. The amount remaining in the Gross Settlement Amount after the deduction of
6 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
7 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
8 Expenses Payment, and the Administration Expenses Payment (called the “Net Settlement
9 Amount”) shall be allocated to Class Members as their Individual Class Payments. (Agreement at
10 ¶¶ 1.29 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
11 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
12 total number of Workweeks worked by all Participating Class Members during the Class Period and
13 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
14 3.2(e).) Workweeks will initially be based on Defendant’s records, however, Class Members will
15 have the right to challenge the number of Workweeks.

16 18. Class Members may choose to opt-out of the Settlement by following the directions
17 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
18 shall have sixty (60) days from the date that the Class Notice is mailed to them (the “Response
19 Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.43,
20 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
21 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
22 (Agreement at ¶ 8.5(c).) All Aggrieved Employees will be paid their allocation of the PAGA
23 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their
24 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the
25 Class Members of their right to object to the Settlement and/or dispute their Workweeks.
26 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

27 19. A Participating Class Member must cash his or her Individual Class Payment check
28 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within

1 180 days will be voided and any funds represented by such checks sent as follows: 50% to the State
2 Bar's Legal Services Trust Fund Commission (for legal services) and 50% to a Court-approved
3 nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), which
4 is proposed to be Family Caregiver Alliance ("Cy Pres Recipient"). The Parties, Class Counsel and
5 Defense Counsel represent that they have no interest or relationship, financial or otherwise, with this
6 intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

7 20. Subject to Court approval, the Parties have agreed on Apex Class Acton LLC to
8 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
9 will be paid for settlement administration in an amount not to exceed \$39,000. (Agreement at ¶
10 3.2(c).) Apex Class Action provided an estimate of \$34,990 for administration expenses.

11 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
12 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
13 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
14 Class Counsel Litigation Expenses Payment in an amount not to exceed \$59,000. (Agreement at ¶
15 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
16 to each of the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

17 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
18 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
19 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$20,000, to be allocated
20 75% (\$15,000) to the LWDA PAGA Payment and 25% (\$5,000) to the Individual PAGA
21 Payments.⁴ (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be calculated by (a)
22 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the
23 total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period
24 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (Agreement at ¶
25
26

27 ⁴ The 75/25 allocation is required by Labor Code § 2699, because this action filed before June
28 2024 is not subject to the amended version of Labor Code § 2699.

1 3.2(d.) As set forth in the accompanying proof of service, the LWDA has been served with this
2 motion and the Agreement.

3
4 Risks of Continued Litigation and Standards for Approval

5 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
6 litigate and trying these Actions against Defendant through possible appeals which could take
7 several years. Class Counsel has also taken into account the uncertain outcome and risk of
8 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
9 and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
10 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
11 Settlement set forth in the Agreement is in the best interest of the Class Members.

12 24. A number of defenses asserted by Defendant present serious threats to the claims of
13 the Plaintiffs and the other Class Members. Defendant contended that it is not the legal employer.
14 Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant
15 argued that Class Members were paid for all time worked and that work time was properly recorded.
16 Defendant also asserted the defenses based on the CBA which negated claims for overtime.
17 Defendant contends that its meal and rest period policies fully complied with California law and that
18 Defendant did not fail to provide the opportunity for legally required meal and rest breaks.
19 Defendant's records demonstrate that there were more meal premium payments than potential
20 violations observed in the time records, which both negated damages on the claims for missed meal
21 periods, and could be argued as evidence of Defendant's good faith practices. Defendant contends
22 that there was no failure to pay for business expenses and any cell phone usage was merely
23 convenient and voluntary such that reimbursement was not legally required. Finally, Defendant has
24 an argument that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
25 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
26 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good
27 faith and without willfulness, which if accepted would negate the claims for waiting time penalties
28 and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,

1 1065 (2024) (“if an employer reasonably and in good faith believed it was providing a complete and
2 accurate wage statement in compliance with the requirements of section 226, then it has not
3 knowingly and intentionally failed to comply with the wage statement law.”) If successful,
4 Defendant’s defenses could eliminate or substantially reduce any recovery to the Class. While
5 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have
6 merit and therefore present a serious risk to recovery by the Class.

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

16 26. This settlement is therefore certainly entitled to preliminary approval. Were this
17 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
18 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

19 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
20 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
21 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
22 of litigation, and sacrificed their interests to obtain this recovery for the Class. The Declarations of
23 the Plaintiffs are submitted in support of this motion. At this stage, the requested service award is
24 within the accepted range of awards for purposes of preliminary approval. *See e.g. Andrews v.*
25 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that
26 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,
27 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service
28 award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)

(awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements).

28. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Actions were filed, and during the course of litigation, and Class Counsel and engaged in sufficient formal and informal discovery to obtain necessary information. Class Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was also experienced with these claims, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

29. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both Parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

Class Certification Issues

30. Plaintiffs contend that the proposed settlement meet all of the requirements for class

1 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
2 the Court may appropriately approve the Class as defined in the Agreement. This Court should
3 conditionally certify the Class for settlement purposes only, defined as follows:

4 All individuals who are or previously were employed by Defendant who were
5 classified as non-exempt Caregiver employees who received EMG pay from
6 Defendant in the State of California at any time during the Class Period.

7 (Agreement at ¶ 1.5.)

8 The Class Period is from February 10, 2019 through December 31, 2025. (Agreement at ¶ 1.13).

9 a. **Numerosity** - Plaintiffs assert that the 2,740 current and former employees
10 that comprise the Class can be identified based on Defendant's records and are sufficiently
11 numerous for class certification.

12 b. **Common Issues Predominate** - Plaintiffs contend that common questions of
13 law and fact are present, specifically the common questions of whether Defendant's practices were
14 lawful, whether Defendant failed to provide rest periods to Class Members, whether Class Members
15 were lawfully compensated for all hours worked, whether Defendant miscalculated the regular rate,
16 whether Defendant failed to provide required expense reimbursement, and whether Class Members
17 are entitled to damages and penalties as a result of these practices. Plaintiffs contend that
18 certification of this Class is appropriate because Defendant allegedly engaged in uniform practices
19 with respect to the Class Members. As a result, these common questions of liability could be
20 answered on a class wide basis. Defendant disputes that common questions predominate but will not
21 oppose such a finding for purposes of this Settlement only.

22 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
23 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as a
24 non-exempt employee, and, like every other member of the Class, were subject to the same
25 employment practices. Plaintiffs, like every other member of the Class, also claim owed
26 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
27 claims of Plaintiffs and the members of the Class arise from the same course of conduct by
28 Defendant, involve the same issues, and are based on the same legal theories. Defendant disputes

1 that the typicality requirement is satisfied but does not oppose a finding of typicality for purposes of
2 this Settlement only.

3 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
4 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
5 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
6 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
7 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
8 communicated with Class Counsel, provided documents and information to Class Counsel, and
9 participated in the investigation and resolution of the Action. The personal involvement of the
10 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
11 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
12 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
13 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
14 set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
15 adequacy of representation is satisfied for purposes of this Settlement.

16 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
17 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
18 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
19 experience. We have handled a number of class actions and complex cases and have acted both as
20 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
21 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
22 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
23 employment law class actions, including claims for misclassification, overtime, expense
24 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
25 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
26 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
27 adequate counsel by the courts throughout California. We have been approved as experienced class
28 counsel by both state and federal courts in California in contested class certification proceedings. A

1 true and correct copy of the resume of my firm is attached hereto as Exhibit #3. The Class in this
2 settlement is defined as “all individuals who are or previously were employed by Defendant who
3 were classified as non-exempt Caregiver employees who received EMG pay from Defendant in the
4 State of California at any time during the Class Period.” I have reviewed my firm’s cases and
5 representation of other plaintiffs and there is no conflict or representation which would prevent my
6 firm from representing the interests of the Class this case. My firm only represents employees, and
7 not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My
8 firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to
9 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
10 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the
11 claims are all against different and distinct employers. I can think of no conflict that would arise in
12 our representation of the Class and our adequate representation of the Class is evidenced by the
13 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,
14 neither the Plaintiffs nor Class Counsel have any affiliation with the proposed Administrator for this
15 settlement. Thus, the adequacy requirement for my firm is satisfied for purposes of this Settlement.

16 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
17 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
18 *“A” to the Agreement.*) In accordance with the Agreement, Defendant will provide to the
19 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.2.)
20 Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to all
21 Class Members via first-class U.S. Mail using the most current mailing address information
22 available. (Agreement at ¶ 8.4(b).) The Class Notice will include, among other information: (i)
23 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
24 opt out, including a description of the applicable release; (iii) information to the Class Members
25 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
26 Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be
27 sought; (v) the amount of the Plaintiffs’ service award request; and (vi) the anticipated expenses of
28 the Administrator. The Class Notice will explain that the Class Members shall have sixty (60) days

1 from the date that the Class Notice is mailed to them (the “Response Deadline”) to request
2 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.43, 8.5, 8.7.) Class
3 Members shall be given the opportunity to object to the Settlement and/or the attorneys’ fees and
4 expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who
5 do not submit a timely and proper request to opt-out will automatically receive a payment of their
6 Individual Class Payment. This notice program was designed to meaningfully reach the Class
7 Members and it advises them of all pertinent information concerning the Settlement.

8
9 33. The PAGA Claim -

10 a. **PAGA.** Labor Code section 2699, subdivision (l)(2) provides that [t]he
11 superior court shall review and approve any settlement of any civil action filed pursuant to PAGA.
12 The court’s review ensur[es] that any negotiated resolution is fair to those affected. (*Williams v.*
13 *Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under
14 PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining
15 twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
16 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana*
17 (2022) 596 U.S. ___, 2022 U.S. LEXIS 2940.) The Court assesses the reasonableness of a PAGA
18 settlement in view of PAGA’s purposes to remediate present labor law violations, deter future ones,
19 and to maximize enforcement of state labor laws. (*Moniz v. Adecco USA, Inc.* (2021) 72
20 Cal.App.5th 56, 76-77; *see also Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F.
21 Supp. 3d 959, 971 [when a PAGA claim is settled, the relief provided for under the PAGA [should]
22 be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the
23 public.], quoting LWDA guidance discussed in *O Connor v. Uber Technologies, Inc.* (N.D. Cal.
24 2016) 201 F.Supp.3d 1110 (O Connor).) A permissible settlement may be substantially discounted,
25 given that courts often exercise their discretion to award PAGA penalties below the statutory
26 maximum even where a claim succeeds at trial. (*See Viceria v. Mistras Group, Inc.* (N.D. Cal.,
27 2016) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

28 b. **Approval of PAGA Settlements.** The decision in *O’Connor v. Uber*, 201

1 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
2 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
3 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
4 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
5 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
6 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
7 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
8 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
9 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
10 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
11 class members." (LWDA Response at p.4).

12 c. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
13 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
14 \$1,393,300 and \$2,786,600 for a single violation in every one of the 27,886 pay periods at issue in
15 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
16 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
17 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
18 per pay period but without stacking.⁵ The PAGA allocation in the Settlement is the amount of
19 \$20,000. This allocation is justified by several important considerations. First, the PAGA claim
20 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
21 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
22 Defendant argued that significant PAGA penalties would be unlikely and would be reduced under
23 such particular "circumstances" under Cal. Labor Code §2699(e)(2) and/or "would result in an
24

25 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$1,393,300 and \$2,786,600 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed, and the recent amendments to the
PAGA statute in 2024 cast further doubt on stacking of penalties.

award that is unjust, arbitrary and oppressive, or confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of one trial court which has so ruled. These additional defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs’ calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 27,886 pay periods were established, using the valuation from *Carrington* results in a potential recovery of only \$139,330 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

d. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA claim, Class Counsel was also aware of what allocations other Courts have approved for similar PAGA settlements as compared to the total settlement amount. A class settlement that allocates approximately 2.1% of the total settlement value to resolve the PAGA claims applicable to the class is also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million

common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

1 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
2 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
3 reasonable, and at the time of final approval, my firm will present lodestar to further support the
4 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
5 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
6 of the class action awards obtained by Class Counsel in similar employment actions throughout the
7 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
8 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
9 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
10 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
11 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
12 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
13 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
14 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
15 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
16 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
17 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
18 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
19 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
20 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
21 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
22 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
23 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
24 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
25 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
26 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
27 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
28 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior

1 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
2 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
3 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
4 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
5 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
6 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
7 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
8 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
9 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
10 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
11 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
12 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
13 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
14 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
15 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
16 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
17 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
18 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
19 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
20 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
21 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
22 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
23 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
24 award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company*
25 (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-
26 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
27 *Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
28 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*

1 v. *Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
2 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
3 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
4 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
5 October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No.
6 CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class
7 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior
8 Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and
9 hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County
10 Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee
11 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
12 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
13 approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton*
14 *v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory
15 Pollack approved a one-third fee award in a wage and hour class settlement. On September 12,
16 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
17 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class
18 settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court
19 Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and
20 hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco
21 Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in
22 a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County
23 Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award
24 in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
25 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee
26 award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior*
27 (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a
28 one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San*

1 *Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan
2 approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in
3 *Rugama-Hernandez v. P\$B Intermodel Services* (Los Angeles County Superior Court Case No,
4 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour
5 class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light
6 of the fees that have been awarded in other similar cases.

7
8 35. Class Representative Service Payments - The reasonableness of the requested service
9 award is also established by reference to the amounts that other California courts have found to be
10 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
11 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
12 award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
13 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
14 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
15 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
16 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
17 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
18 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
19 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
20 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
21 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
22 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
23 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
24 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
25 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
26 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
27 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
28 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,

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

36. Potentially Related Other Actions - I am not aware of any other pending matter or

1 action asserting claims that will be extinguished or affected by the Settlement. (Agreement at ¶
2 2.11.) I have searched the LWDA database and it did not show any other pending PAGA action
3 other than this Action.
4

5 37. Administration - After seeking bids from qualified administrators, the estimate from
6 Apex Class Action was selected, as it provided for an estimate of \$34,990 to perform the settlement
7 administration for up to 2,740 individuals, with any difference between the actual expenses and the
8 budget of \$39,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
9 used Apex Class Action successfully as the administrator in more than twenty class settlements in
10 the last couple years and know them to be competent and experienced. My firm has no relationship
11 or connection with Apex Class Action , and thus no conflict of interest exists. Submitted in support
12 of the motion is the Declaration of Michael Sutherland of Apex Class Action which includes the
13 estimate for administration from Apex Class Action for this matter.
14

15 Service on the LWDA:

16 38. At the same time as the filing and service of this declaration, I am also serving the
17 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
18 Settlement Agreement. This service is verified by the accompanying proof of service.
19

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed this 15th day of May, 2025, at La Jolla, California.

22 By: /s/ Kyle Nordrehaug
23 Kyle R. Nordrehaug, Esq.
24 Attorney for Plaintiffs
25
26
27
28

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge (“Plaintiffs”) and defendant Homebridge, 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” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Galenia Sanchez, et al. v. Homebridge, Inc.*, Case No. CGC-23-604614, initiated on February 10, 2023 and pending in Superior Court of the State of California, County of San Francisco.
- 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 non-exempt employees who worked for Defendant as Caregivers who received EMG pay in the State of California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant who were classified as non-exempt Caregiver employees who received EMG pay from Defendant in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Piya Mukherjee, and Victoria B. Rivapalacio of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. In addition to the Spanish translation, the Class Notice shall also be available translated into Cantonese, Mandarin, Tagalog and Vietnamese via a URL provided on the Class Notice.”
- 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 February 10, 2019 through December 31, 2025.
- 1.14. “Class Representative” 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” 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 Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of San Francisco.

- 1.17. “Defendant” means Homebridge, Inc.
- 1.18. “Defense Counsel means Michael A. Farbstein, Barbara L. Lyons and H. Ann Liroff of Farbstein & Blackman.
- 1.19. “Effective Date” means the date on which the Judgment becomes final, which occurs when (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; *and* (b) the Judgment becomes 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. “EMG pay” refers to the pay shown on Class Members’ individual payroll records for wage payments made in addition to the Class Members’ straight time hourly wage rate, earned from working an “emergency assignment” as defined by the applicable collective bargaining agreement for Class Members.
- 1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means Nine Hundred Fifty Thousand Dollars (\$950,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.26. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from January 9, 2022 through December 31, 2025.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff’s January 9, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” means Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyann Hodge, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could

have been alleged, based 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 Sanchez's individual claim, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or California class claims outside of the Class Period.

- 1.40. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, Plaintiff Sanchez's individual claim, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On February 10, 2023, Gelenia Sanchez commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Ms. Sanchez's Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246;
- (j) Discrimination and retaliation in violation of FEHA;
- (k) Failed to engage in the interactive process in violation of California Government Code § 12940(n); and,
- (l) Wrongful termination in violation of public policy.

2.2. On May 26, 2023, Ms. Sanchez 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 San Francisco (“PAGA Action”).

2.3. On May 28, 2024, the Court ordered the PAGA Action consolidated with the Action.

2.4. On November 7, 2024, Gelenia Sanchez and John Tellez filed a First Amended Class Action Complaint, which added a cause of action pursuant to PAGA from the PAGA Action and added Mr. Tellez as a named plaintiff.

2.5. Ms. Sanchez will file a Second Amended Class and Representative Action Complaint adding plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge and removing Mr. Tellez as a named plaintiff.

2.6. The Second Amended Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged. The denial and affirmative defenses asserted by the Defendant in response to the First Amended Complaint are incorporated herein

by reference. The Defendant's answer to the First Amended Complaint shall be deemed responsive to the Operative Complaint.

- 2.8. On January 8, 2026, the Parties participated in an all-day mediation presided over by the Honorable Carl J. West (ret.), a respected mediator of wage and hour representative and class actions. At the mediation, each side, represented by its respective counsel, were able to agree to settle the Action, which was then 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.
- 2.9. 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. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.10. 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.
- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$950,000 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. Based upon the parties' respective analyses of the damage allegations, the payments to Class Members will be apportioned 10% for W-2 wages and the balance for penalties, interest and reimbursement under section 2802. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to

submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives except for Gelenia Sanchez of not more than \$15,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. 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 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount 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 \$316,666, and a Class Counsel Litigation Expenses Payment of not more than \$59,000. 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 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. The payment of the Class Counsel Fees Payment shall be allocated 100% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. 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 \$39,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than

\$39,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) 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 (\$5,000) 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. 10% 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. 90% 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.
- (f) The settlement payments made to Plaintiffs and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k)

plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiffs and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 2,740 Class Members who collectively worked a total of 46,110 Workweeks, and 1,586 Aggrieved Employees who worked a total of 27,886 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days

after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks 50% to the State Bar's Legal Services Trust Fund Commission (for legal services) and 50% to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), Family Caregiver Alliance ("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 and to the execution of this agreement, including, but not limited to: (a) all claims that were, 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 and (b) all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to all other claims including Plaintiff Sanchez's individual claim, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Waiver of Rights Under Civil Code Section 1542 by Plaintiff Alba, Decuir, Green, Hatch, and Hodge. For purposes of Plaintiffs' Release, Plaintiffs Alba, Decuir, Green, Hatch, and Hodge expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- (b) Ms. Gelenia Sanchez's Individual Claims. Ms. Sanchez represents that she has individual claims against Defendant for wage and hour claims, discrimination, retaliation, a failure to engage in the interactive process, a failure to provide reasonable accommodation, and wrongful termination, which she is separately settling concurrently with the resolution of this matter. Ms. Sanchez acknowledges that under the terms of this Agreement, she is not a member of the Class. However, she has reached an agreement with the Defendant on a resolution of all her claims, whether known or unknown, separately to be recited in a formal settlement agreement, including a waiver of Section 1542 of the California Civil Code.

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

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

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

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. 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.

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 Plaintiffs, 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; (vi) 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)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) Not later than 15 days after the Court grants Preliminary Approval, 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 effect and perform under this Agreement.
- (b) 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.
- (c) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, 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.
- (d) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (e) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (f) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class

Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

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

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative

Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which 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 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel

and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. The Gross Settlement Amount will increase proportionally with added Workweeks if the actual number of Workweeks in the Class Period is more than 10% of the estimate stated herein in paragraph 4.1 (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%). Alternatively, Defendant can elect to decrease the Class Period to limit the number of Workweeks to no more than the total number state in paragraph 4.1 above, plus 10%. Any election by the Defendant to move the end date for the Class Period shall be made prior to the hearing on the Motion for Preliminary Approval.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10 Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, 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(1), 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 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court

no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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. Plaintiffs, 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 seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, 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 and Publicity. 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. Except as required by California Rule of Court 3.770, Plaintiff and Plaintiff's counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the Motion has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, 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:

Michael A. Farbstein
H. Ann Liroff
Farbstein & Blackman
411 Borel Avenue, Suite 600
San Mateo, CA 94402
Tel.: (650) 554-6200
Fax: (650) 554-6240
E-mail: maf@farbstein.com
hal@farbstein.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on January 8, 2026 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: 05/13/2026

Gelenia Sanchez
Gelenia Sanchez (May 13, 2026 16:17:38 PDT)
Plaintiff Gelenia Sanchez

Dated: 05/14/2026

Eliana Alba
Eliana Alba (May 14, 2026 14:10:13 PDT)
Plaintiff Eliana Alba

Dated: 05/14/2026

Nicole Decuir
Nicole Decuir (May 14, 2026 10:38:47 PDT)
Plaintiff Nicole Decuir

Dated: 05/13/2026

Mary Green
Mary Green (May 13, 2026 15:27:55 PDT)
Plaintiff Mary Green

Dated: 05/13/2026

Jameica Hatch
Jameica Hatch (May 13, 2026 13:25:30 PDT)
Plaintiff Jameica Hatch

Dated: 05/13/2026

Rhyan E Hodge
Rhyan E Hodge (May 13, 2026 11:52:33 PDT)
Plaintiff Rhyan Hodge

Dated: 15/05/2026

Min Chang
Min Chang (May 15, 2026 14:20:15 PDT)
[name]
Min Chang, Chief Executive Officer
For Defendant Homebridge, Inc.

Dated: 5/15/26

Kyle Nordrehaug
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 15/05/2026

Michael Farbstein
Michael Farbstein
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**

***Sanchez v. Homebridge, Inc., Superior Court of the State of California,
County of San Francisco, Case No. CGC-23-604614***

***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 Homebridge, Inc. (“Defendant”) for alleged wage and hour violations. The Action was brought by Plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyen Hodge (collectively, “Plaintiffs”) and seeks payment of (1) wages and other relief for the Class of all individuals who are or previously were employed by Defendant who were classified as non-exempt Caregiver employees who received EMG pay from Defendant in the State of California at any time during the Class Period, which is February 10, 2019 to December 31, 2025 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant as Caregivers who received EMG pay in the State of California during the PAGA Period, which is January 9, 2022 to December 31, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (LWDA”) and Individual PAGA Payments 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 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 share of the PAGA Penalties, 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 <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

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

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment, if eligible. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for 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 Response Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed

	Settlement. If you are 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 the Response Deadline ()	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and 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 Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED] at [REDACTED] a.m., at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 613 before Judge Jeffrey S. Ross. 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, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	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 pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Class 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 San Francisco (the “Court”), has been reached between Plaintiffs and Defendant as set forth in the written Class Action and PAGA Settlement Agreement (“the Agreement”), and has been granted preliminary

approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who are or previously were employed by Defendant who were classified as non-exempt Caregiver employees who received EMG pay from Defendant in the State of California at any time during the Class Period.

The “Class Period” is February 10, 2019 to December 31, 2025.

2. What is this class action lawsuit about?

On February 10, 2023, Gelenia Sanchez commenced this Action by filing a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “Action”). The Action alleged the following class claims against Defendant: 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 provide sick pay. On May 26, 2023, Gelenia Sanchez filed a separate 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 San Francisco (“PAGA Action”). On May 28, 2024, the Court ordered the PAGA Action consolidated with the Action. On November 7, 2024, Gelenia Sanchez and John Tellez filed a First Amended Class Action Complaint, which added a cause of action pursuant to PAGA from the PAGA Action and added plaintiff John Tellez as a named plaintiff.

On [REDACTED], Plaintiffs filed a Second Amended Class and Representative Action Complaint in the Action which added Plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge and to dismiss plaintiff John Tellez. The Second Amended 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. Specifically, 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 at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement 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 be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<[REDACTED] APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to

serve as the Class Representatives, and the law firm 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 Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The 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 deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of **Nine Hundred Fifty Thousand Dollars (\$950,000) (the "Gross Settlement Amount")** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by the Defendant. Defendant shall fully fund the Gross Settlement Amount within 30 days after the Effective Date. The "Effective Date" is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendant fully 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 Payments.

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 Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$39,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$316,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$_____. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The Class 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 \$15,000 to each of the five Plaintiffs, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiffs' claim under PAGA, \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency (LWDA"). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (January 9, 2022 to December 31, 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 \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Ten Percent (10%) 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. Ninety Percent (90%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion 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 is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. 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 will be sent as follows: 50% to the State Bar's Legal Services Trust Fund Commission (for legal services) and 50% to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), which is proposed to be Family Caregiver Alliance ("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. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged based on the

facts stated in the Operative Complaint that occurred during the Class Period during employment by Defendant 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 or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, 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. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, claims for wrongful termination, unemployment insurance, discrimination, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

5. How much will my payment be?

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (February 10, 2019 to December 31, 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 during the PAGA Period (January 9, 2022 to December 31, 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 Settlement 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 Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc., _____ () _____.

The Court will hold a Final Approval Hearing on _____ at 9:00 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 a service payment to the Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, often more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Sanchez v. Homebridge, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Sanchez v. Homebridge, Inc.*, Case No. CGC-23-604614. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

approve. 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 the amount Class Counsel is requesting for attorneys' fees and litigation expenses and the amount Plaintiffs is 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 *Sanchez v. Homebridge, Inc.* or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-23-604614.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Awards 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 date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Sanchez v. Homebridge, Inc.*, Case No. CGC-23-604614, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Michael A. Farbstein
H. Ann Liroff
Farbstein & Blackman
411 Borel Avenue, Suite 600
San Mateo, CA 94402

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on _____, in Department 613 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Jeffrey S. Ross. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as 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 using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is 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 *Sanchez v. Homebridge, Inc.* In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-23-604614.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Sanchez v. Homebridge, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees, costs and service awards, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Sanchez v. Homebridge, Inc.* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-23-604614. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

**PLEASE DO NOT CALL THE COURT OR TRANSDEV ALTERNATIVE SERVICES
ABOUT THIS NOTICE.**

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid half to the to the State Bar's Legal Services Trust Fund Commission (for legal services) and half % to a Court-approved nonprofit organization or foundation consistent, which is proposed to be Family Caregiver Alliance.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ~~AND~~ CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff ~~(“Plaintiff~~ plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge (“Plaintiffs”) and defendant XYZ

(“XYZ”)-Homebridge, Inc. (“Defendant”). The Agreement refers to Plaintiff Plaintiffs and XYZ Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

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

1.1. “Action” means the Plaintiff ~~s~~ Plaintiffs’ lawsuit alleging wage and hour violations against XYZ Defendant captioned Galenia Sanchez, et al. v. Homebridge, Inc., Case No. CGC-23-604614, initiated on February 10, 2023 and pending in Superior Court of the State of California, County of Los Angeles San Francisco.

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 ~~of the Settlement~~.

1.4. “Aggrieved Employee Employees” means [e.g., a person employed by XYZ in California and classified as a all non-exempt employees who worked for XYZ Defendant as Caregivers who received EMG pay in the State of California during the PAGA Period].

1.5. “Class” means [define class e.g., all persons employed by XYZ] all individuals who are or previously were employed by Defendant who were classified as non-exempt Caregiver employees who received EMG pay from Defendant in the State of California and classified as who worked for XYZ at any time during the Class Period].

~~1.1. “Class Counsel” means~~ _____.

1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Piya Mukherjee, and Victoria B. Rivapalacio of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

~~1.6.~~ 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to be paid to Class Counsel for

~~reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.~~

~~1.7.1.8.~~ “Class Data” means Class Member identifying information in ~~XYZ’s~~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 ~~Class Period~~ Workweeks and PAGA Pay Periods.

~~1.8.1.9.~~ ~~“Class Member” or “Settlement”~~ “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).

~~1.9.1.10.~~ “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.

~~1.10.1.11.~~ “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation; if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. In addition to the Spanish translation, the Class Notice shall also be available translated into Cantonese, Mandarin, Tagalog and Vietnamese via a URL provided on the Class Notice.”

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).

~~1.11.1.13.~~ “Class Period” means the period of time from ~~_____~~ to ~~_____~~. February 10, 2019 through December 31, 2025.

~~1.12.1.14.~~ “Class Representative” means the named ~~Plaintiff~~Plaintiffs in the ~~operative complaint~~Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

~~1.13.1.15.~~ “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class ~~Representative~~Representatives in order to compensate for initiating the Action ~~and providing services, 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 Plaintiffs.

~~1.14.~~1.16. “Court” means the Superior Court of California, County of ~~Los Angeles~~San Francisco.

~~1.15.~~1.17. ~~“XYZ” means named~~ “Defendant” means Homebridge, Inc.

~~1.16.~~1.18. “Defense Counsel” means Michael A. Farbstein, Barbara L. Lyons and H. Ann Liroff of Farbstein & Blackman.

~~1.2.~~ “Effective Date” means the date byon which the Judgment becomes final, which occurs when ~~both of the following have occurred:~~

~~1.17.~~1.19. (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment ~~is~~becomes 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. “EMG pay” refers to the pay shown on Class Members’ individual payroll records for wage payments made in addition to the Class Members’ straight time hourly wage rate, earned from working an “emergency assignment” as defined by the applicable collective bargaining agreement for Class Members.

~~1.18.~~1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.

~~1.19.~~1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

~~1.3. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.~~

~~1.20.~~1.23. “Gross Settlement Amount” means \$ ~~_____~~ Nine Hundred Fifty Thousand Dollars (\$950,000) which is the total amount ~~XYZ agrees to pay under the Settlement~~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.

~~PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.~~

~~1.21.~~1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.22.~~1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~PAGA Pay Periods worked during the PAGA Period.

~~1.23.~~1.26. "Judgment" means the judgment entered by the Court based upon ~~the~~ Final Approval.

~~1.24.~~1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.25.~~1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.26.~~1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The ~~remainder~~Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

~~1.27.~~1.30. "Non-Participating Class Member" means ~~any~~any Class Member who opts out of the Class Settlement by ~~sending the Administrators~~submitting a valid and timely Request for Exclusion: ~~to the Administrator.~~

~~1.28.~~1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

~~1.29.~~1.32. "PAGA Period" means the period of time from ~~— to —~~. January 9, 2022 through December 31, 2025.

~~1.30.~~1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.31.~~1.34. "PAGA Notice" means the Plaintiff's January 9, 2023 letter to ~~XYZ and the LWDA~~ [and Plaintiff's — letter to XYZ Defendant and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.32.~~1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.

(~~_____~~) and the 75% to LWDA (~~_____~~) in settlement of PAGA claims.

~~1.33.~~1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion ~~from the Settlement~~.

~~1.34.~~1.37. “~~Plaintiff~~Plaintiffs” means Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge, the named ~~plaintiff~~plaintiffs in the Action.

~~1.35.~~1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~1.4. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.~~

~~1.5. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.~~

~~1.6. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.~~

1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based 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 Sanchez’s individual claim, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or California class claims outside of the Class Period.

1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, Plaintiff Sanchez’s individual claim, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

~~1.36.~~1.41. “Released Parties” means: XYZDefendant and each of its former and present directors, officers, shareholders, owners, ~~[members]~~, attorneys, insurers, predecessors, successors, assigns ~~[and subsidiaries]~~ ~~[affiliates]~~.

~~1.37.~~1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.38.~~1.43. "Response Deadline" means ~~[e.g., 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) ~~fax, email, or mail~~submit Requests for Exclusion from the Settlement, or (b) ~~fax, email, or mail~~submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

~~1.39.~~1.44. "Settlement" means the disposition of the Action ~~effected~~and all related claims effectuated by this Agreement and the Judgment.

~~1.40.~~1.45. "Workweek" means any week during the Class Period in which a Class Member worked for ~~XYZ~~Defendant as a Class Member for at least one day, ~~during the Class Period.~~

2. RECITALS.

2.1. On _____, Plaintiff February 10, 2023, Gelenia Sanchez commenced this Action by filing a Complaint ~~alleging causes of action~~ against XYZ Defendant in the Superior Court of the State of California, County of San Francisco. Ms. Sanchez's Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510;
- (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 _____ . [There required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246;
- (j) Discrimination and retaliation in violation of FEHA;
- (k) Failed to engage in the interactive process in violation of California Government Code § 12940(n); and,
- (l) Wrongful termination in violation of public policy.

2.2. On May 26, 2023, Ms. Sanchez 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 San Francisco (“PAGA Action”).

2.3. On May 28, 2024, the Court ordered the PAGA Action consolidated with the Action.

2.4. On November 7, 2024, Gelenia Sanchez and John Tellez filed a First Amended Class Action Complaint, which added a cause of action pursuant to PAGA from the PAGA Action and added Mr. Tellez as a named plaintiff.

2.5. Ms. Sanchez will file a Second Amended Class and Representative Action Complaint adding plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge and removing Mr. Tellez as a named plaintiff.

2.1.2.6. The Second Amended Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) ~~[On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative”).~~

2.2.2.7. Complaint.”) XYZ 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. The denial and affirmative defenses asserted by the Defendant in response to the First Amended Complaint are incorporated herein by reference. The Defendant’s answer to the First Amended Complaint shall be deemed responsive to the Operative Complaint.

1.7. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

2.3.2.8. On _____ (type in additional dates) , [January 8, 2026, the Parties participated in an all-day mediation presided over by _____ which led to this Agreement- the Honorable Carl J. West (ret.), a respected mediator of wage and hour representative and class actions. At the mediation, each side, represented by its respective counsel, were able to agree to settle the Action-(describe alternative means of negotiation)-, which was then 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.

_____ (describe alternative means of negotiation)

1.8. _____ Prior to ☐ mediation-☐ negotiating the Settlement, Plaintiff, Plaintiffs obtained, through

2.4.2.9. ☐ formal-☐ informal discovery, -(docum ents, testimony and information obtained)- Plaintiff’s 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, IncFord Motor Co. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

1.9. _____ The Court ☐ has-☐ has not granted class certification.
_____ (insert details as needed)

2.10. 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.

2.5.2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ~~XYZ~~Defendant promises to pay \$—\$950,000 and no more as the Gross Settlement Amount ~~[and to separately pay. This amount is all-inclusive of all payments contemplated in this resolution, excluding any and all employer-side payroll taxes owed on the Wage Portionsportion of the Individual Class Payments.]XYZ allocated to wages which shall be separately paid by Defendant to the Administrator. Based upon the parties' respective analyses of the damage allegations, the payments to Class Members will be apportioned 10% for W-2 wages and the balance for penalties, interest and reimbursement under section 2802. Defendant~~ has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph ~~6.14.3~~ 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 ~~XYZ.~~Defendant.

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

(a) To PlaintiffPlaintiffs: Class Representative Service ~~PaymentPayments~~ to the Class ~~RepresentativeRepresentatives except for Gelenia Sanchez~~ of not more than \$ ~~—15,000 each~~ (in addition to any Individual Class Payment ~~[and any Individual PAGA Payment]~~ the Class Representative is entitled to receive as a Participating Class Member). ~~XYZ~~Defendant will not oppose ~~Plaintiff'sPlaintiffs'~~ request for a Class Representative Service ~~PaymentPayments~~ that ~~doesdo~~ not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, ~~PlaintiffPlaintiffs~~ will seek Court approval for any Class Representative Service Payments no later than ~~[16 court]~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service ~~PaymentPayments~~ less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service ~~PaymentPayments~~ using IRS Form 1099. ~~Plaintiff-assumesPlaintiffs assume~~ full responsibility and liability for employee taxes owed on the Class Representative Service ~~PaymentPayments~~.

(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 \$316,666, and a Class Counsel Litigation Expenses Payment of not more than \$_____.

~~XYZ~~59,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. ~~Plaintiff~~Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~{16 court}~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other ~~Plaintiff's~~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. The payment of the Class Counsel Fees Payment shall be allocated 100% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. 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 ~~XYZ~~Defendant harmless, and indemnifies ~~XYZ~~Defendant, from any dispute or controversy regarding any division or sharing of any of these ~~Payments~~payments.

3.2.1. ~~_____~~ To the Administrator: An ~~Administrator~~Administration Expenses Payment not to exceed

(c) ~~\$-~~ \$39,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses ~~are~~Payment is less or the Court approves payment less than \$39,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) 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 (\$5,000) 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.

~~(d)~~(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.

~~(b) multiplying the result by each Participating Class Member's Workweeks.~~

~~3.2.1.1.~~ Tax Allocation of Individual Class Payments. ~~%~~ 10% 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. ~~The~~

- i. ~~%~~ 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g., 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.

~~3.2.2.~~ To the LWDA and Aggrieved Employees: PAGA Penalties in the
amount of \$ ~~_____~~ to be paid from the Gross Settlement Amount, with 75%
(\$ ~~_____~~) allocated to the LWDA PAGA Payment and 25% (\$
_____) allocated to the Individual PAGA Payments.

~~iii.i.~~ The Administrator will calculate each Individual PAGA Payment by (a) dividing
the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$
_____ by the total number of PAGA Period Pay Periods worked by all
Aggrieved Employees during the PAGA Period and (b) multiplying the result by
each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees
assume full responsibility and liability for any taxes owed on their Individual
PAGA Payment.

~~iv.i.~~ 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.

(f) The settlement payments made to Plaintiffs and Class Members under this settlement,
and any other payments made pursuant to this Agreement, will not be utilized to
calculate any additional benefits under any benefit plans to which any Class Members
may be eligible, including, but not limited to, profit-sharing plans, bonus plans,
401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
any other benefit plan. The Parties' intention that this settlement will not affect any
rights, contributions, or amounts to which Plaintiffs and Class Members may be
entitled under any benefit plans. The payment under this Agreement shall not
obligate Defendant to confer any additional benefits or make any additional payments
to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING ~~AND PAYMENTS.~~

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on ~~a review of its records to date, XYZ estimates there are _____~~, Defendant has represented that the Class consists of 2,740 Class Members who collectively worked a total of 46,110 Workweeks, and ~~of 1,586~~ Aggrieved Employees who worked a total of 27,886 PAGA Pay Periods.
- 4.2. Class Data. Not later than ~~[e.g., 15]~~ days after the Court grants Preliminary Approval of the Settlement, XYZDefendant will ~~simultaneously~~ deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted ~~class member~~Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. XYZDefendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ'sDefendant's share of payroll taxes by transmitting the funds to the Administrator no later than ~~[14]~~thirty (30) days after the Effective Date.

~~5. Payments from the Gross Settlement Amount.~~ PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- ~~4.4.5.1.~~ Within ~~[14]~~ days after XYZDefendant 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. ~~Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.~~
- ~~4.5.5.2.~~ 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 (not less than", which is 180 days after the date of mailing), when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual SettlementClass 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 ~~Settlement~~ Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

~~4.6.5.3.~~ The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~retuned~~returned undelivered without USPS forwarding address. Within ~~{7}~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

~~4.4.1.~~ 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 ~~£~~50% to the ~~California~~

~~4.7.5.4. Controllor's Unclaimed Property~~State Bar's Legal Services Trust Fund ~~in the name of the Class Member thereby leaving no "unpaid residue" subject~~Commission (for legal services) and 50% to the requirements of California Code of Civil Procedure Section 384, subd. (b). ~~]~~[or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, ~~subd. (b)).~~ Family Caregiver Alliance ("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.

~~4.8.5.5.~~ The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~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.

~~5.6.~~RELEASESRELEASE OF CLAIMS. Effective on the date when ~~XYZ~~Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, ~~Plaintiff~~Plaintiffs, ~~Participating~~ Class Members, ~~Aggrieved Employees~~ and ~~Class Counsel~~the LWDA will release claims against all Released Parties as follows:

~~5.1.6.1.~~ ~~Plaintiff's~~Plaintiffs' Release. ~~Plaintiff~~Plaintiffs and ~~his or her~~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]~~, and to the execution of this agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts ~~contained, stated~~ in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California and (b) all claims for PAGA ~~claims~~penalties that were alleged, or reasonably could have been; alleged, based on the facts contained stated in the Operative Complaint; ~~Plaintiff's and the~~ PAGA Notice, ~~[or ascertained during the Action and released under 6.2, below].~~ ("Plaintiffs' ("Plaintiffs' Release.") ~~Plaintiff's~~"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any all other claims including Plaintiff Sanchez's individual claim, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits insurance, disability ~~benefits~~, social security ~~benefits~~, workers' compensation benefits that arose at any time, or based on occurrences, California class claims outside of the Class Period. ~~Plaintiff acknowledges, and PAGA claims outside of the PAGA Period. Plaintiffs acknowledge~~ that ~~Plaintiff~~Plaintiffs may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~Plaintiffs now knows or believes to be true but agrees, nonetheless, that ~~Plaintiff's~~Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~Plaintiffs' discovery of them.

(a) ~~6.1.1~~ ~~Plaintiff's~~ Waiver of Rights Under California Civil Code Section 1542, by Plaintiff Alba, Decuir, Green, Hatch, and Hodge. For purposes of

Plaintiffs' Release, Plaintiff Plaintiffs Alba, Decuir, Green, Hatch, and Hodge 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~~ released party.

(b) Ms. Gelenia Sanchez's Individual Claims. Ms. Sanchez represents that she has individual claims against Defendant for wage and hour claims, discrimination, retaliation, a failure to engage in the interactive process, a failure to provide reasonable accommodation, and wrongful termination, which she is separately settling concurrently with the resolution of this matter. Ms. Sanchez acknowledges that under the terms of this Agreement, she is not a member of the Class. However, she has reached an agreement with the Defendant on a resolution of all her claims, whether known or unknown, separately to be recited in a formal settlement agreement, including a waiver of Section 1542 of the California Civil Code.

~~5.2.6.2. Release by Participating Class Members Who Are Not Aggrieved Employees:~~ 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 ~~(i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period~~ the Released Class Claims.

~~5.3.6.3. Release by Non-Participating Class Members Who Are of PAGA Claims. All Aggrieved Employees: All Non-Participating Class Members who are 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]~~ the Released PAGA Claims.

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

6.1.7.1. XYZ's Declaration in Support of Preliminary Approval. ~~Defendant's Responsibilities.~~ Within 14 days of the full execution of this Agreement, ~~XYZ~~ Defendant will prepare and deliver to Class Counsel a signed Declaration ~~from XYZ and Defense Counsel~~ disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In ~~their Declarations, Defense Counsel and XYZ~~ 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.

6.2.7.2. Plaintiff's Plaintiffs' Responsibilities. ~~Plaintiff~~ 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~~ Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from ~~Plaintiff~~ 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)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, ~~Plaintiff~~ Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

6.4.7.4. 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.

7.8. SETTLEMENT ADMINISTRATION:

7.1.8.1. 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.

7.2.8.2. 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.

7.3.8.3. 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.

7.4.8.4. Notice to Class Members.

(a) Not later than 15 days after the Court grants Preliminary Approval, 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 effect and perform under this Agreement.

(b) 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)(c) Using best efforts to perform as soon as possible, and in no event later than ~~{14}~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice ~~{with Spanish translation, if applicable}~~ substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(e)(d) Not later than ~~{3}~~business7 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)(e) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~{14}~~ days beyond the ~~{60} days otherwise~~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)(f) If the Administrator, ~~XYZ~~the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~{14} days after~~14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

7.5.8.5. 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 ~~[60] days after the Administrator mails the Class Notice~~Response Deadline (plus an additional ~~[14]~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~6.1.1~~—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 ~~Paragraphs~~Paragraph 6.2 ~~and~~

- (c) ~~6.3~~ ~~of this~~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.

~~6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

7.6.8.6. Challenges to Calculation of Workweeks. Each Class Member shall have ~~[60] days after~~until the ~~Administrator mails the Class Notice~~Response Deadline (plus an additional

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

7.7.8.7. 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 ~~[60] days after the Administrator's mailing of the Class Notice~~ Response Deadline (plus an additional [14] days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

7.8.8.8. 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) ~~Requests~~Request for Exclusion (~~Opt-outs~~Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~{5}~~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.~~

~~(e)~~(d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include ~~provide~~ the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~(d)(a) 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.~~

(e) Administrator’s Declaration. Not later than ~~{14}~~7 days before the date by which ~~Plaintiff is~~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 ~~Settlement~~ Administrator. Within ~~{10}~~ days after the Administrator disburses all funds ~~in~~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 ~~15~~7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

~~7. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]~~ Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Workweeks during the Class period and (2) there were _____ Aggrieved Employees who worked _____ Pay Periods during the PAGA Period.

9. XYZ'S 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. The Gross Settlement Amount will increase proportionally with added Workweeks if the actual number of Workweeks in the Class Period is more than 10% of the estimate stated herein in paragraph 4.1 (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%). Alternatively, Defendant can elect to decrease the Class Period to limit the number of Workweeks to no more than the total number state in paragraph 4.1 above, plus 10%. Any election by the Defendant to move the end date for the Class Period shall be made prior to the hearing on the Motion for Preliminary Approval.

8.10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds % ~~of the total of all~~ 10 Class Members, ~~XYZ Defendant~~ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ 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, ~~XYZ Defendant~~ will remain responsible for paying all ~~Settlement~~ Administration Expenses incurred ~~to that point. XYZ 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 ~~[seven]~~ 7 days after the Administrator sends the final Exclusion List to Defense Counsel; ~~late elections. Invalid Requests for Exclusion~~ will have no effect on this threshold for an election.

9.11. MOTION FOR FINAL APPROVAL. ~~Not~~ Unless otherwise ordered by the Court, not later than ~~[16]~~ court days before the calendared Final Approval Hearing, ~~Plaintiff~~ 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, ~~subd.~~ (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). ~~Plaintiff~~ 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 ~~in person or by telephone~~, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1.11.1. 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 ~~that [five]~~ than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2.11.2. 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 ~~thea~~ Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or ~~Administrator~~ Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3.11.3. 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.

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

9.5.11.5. 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 ~~a 50-50~~ an equal basis, any additional Administration Expenses reasonably incurred ~~after~~ 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.

10.12.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.

11.13.ADDITIONAL PROVISIONS:

11.1.13.1. 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 XYZDefendant that any of the allegations in the Operative Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by PlaintiffPlaintiffs that XYZ'sDefendant'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 ~~enter Judgment, XYZ pursuant to this Agreement, Defendant~~ reserves the right to contest certification of any class for any reasons, and XYZDefendant reserves all available defenses to the claims in the Action, and ~~Plaintiff reserves~~Plaintiffs reserve the right to move for class certification on any grounds available and to contest XYZ'sDefendant'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).

11.2.13.2. Confidentiality Prior to Preliminary Approval. Plaintiff Plaintiffs, Class Counsel, XYZDefendant 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. PlaintiffPlaintiffs, Class Counsel, XYZDefendant 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.

~~11.3.~~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.

~~11.4.~~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.

~~11.5.~~13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~Plaintiffs and ~~XYZ~~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.

~~11.6.~~13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~11.7.~~13.7. ~~No~~Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~11.8.~~13.8. ~~No~~Tax Advice. Neither ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~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.

~~11.9.~~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.

~~11.10.~~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.

~~11.11.~~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.

~~11.12.~~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.

~~11.13.~~13.13. Confidentiality; and Publicity. 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. Except as required by California Rule of Court 3.770, Plaintiff and Plaintiff's counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the Motion has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure.

~~11.14.~~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 ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, ~~Plaintiff~~Plaintiffs shall destroy, all paper and electronic versions of Class Data received from ~~XYZ~~unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class DataDefendant.

~~11.15.~~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.

~~11.16.~~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.

~~11.17.~~13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given

as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

~~To Plaintiff:~~

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 ~~XYZ~~Defendant:

Michael A. Farbstein
H. Ann Liroff
Farbstein & Blackman
411 Borel Avenue, Suite 600
San Mateo, CA 94402
Tel.: (650) 554-6200
Fax: (650) 554-6240
E-mail: maf@farbstein.com
hal@farbstein.com

~~11.18.~~13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~11.19.~~13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, that pursuant to CCP section

583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process: from the mediation on January 8, 2026 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

 For Plaintiff For XYZ

13.20. _____ Counsel For Plaintiff _____ Counsel For XYZ 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 Gelenia Sanchez

Dated: _____

 Plaintiff Eliana Alba

Dated: _____
Plaintiff Nicole Decuir

Dated: _____
Plaintiff Mary Green

Dated: _____

 Plaintiff Jameica Hatch

Dated: _____
Plaintiff Rhyan Hodge

Dated: _____

[name]
Min Chang, Chief Executive Officer
For Defendant Homebridge, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Attorney for Defendant

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

January 9, 2023
CA2830

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Homebridge, Inc.
Certified Mail #70222410000060826211
HAO LAM
1035 MARKET ST. L-1
SAN FRANCISCO, CA 94103

Re: Notice Of Violations Of California Labor Code Sections §§ 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 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Homebridge, Inc. in California, including any employees staffed with Homebridge, Inc. by a third party, and classified as non-exempt employees during the time period of January 9, 2022 until a date as determined by the Court. Our offices represent Plaintiff Gelenia Sanchez o(“Plaintiff”) and other Aggrieved Employees in a lawsuit against Homebridge, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from March of 2002 to October 28, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely

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

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.