

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

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

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

14 JAYMIE SALINAS and GLORIA
15 ZAMORA, individually, on behalf of
16 themselves and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 HOMEFIRST SERVICES OF SANTA
21 CLARA COUNTY, a California
22 Non-Profit Corporation; and DOES 1
23 through 50, inclusive,

24 Defendants.

Case No. 23CV418047

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

Hearing Date: June 5, 2025

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated December 13,
2024]

Judge: Hon. Charles F. Adams

Dept.: 7

Action Filed: June 27, 2023

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 Services of Santa Clara County ("Defendant") reached a full and final settlement of the above-captioned
2 action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is Five Hundred Forty-Five Thousand
4 Dollars (\$545,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount
5 consists of the following elements: (i) all Individual Class Payments and Individual PAGA Payments;
6 (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation
7 Expenses Payment; (iv) the Class Representative Service Payments; and (v) the Administration Expenses
8 Payment. (Agreement at ¶ 1.22.)

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

12 (c) Within thirty (30) days of the Effective Date, Defendant shall make the first of four payments
13 of \$136,250.00, and three more payments every six months, to fund the Gross Settlement Amount with
14 the Administrator. (Agreement at ¶ 4.3.). On a *pro rata* basis, the Administrator shall proportionately
15 make a total of two (2) payment distributions with the first distribution to be made within fourteen (14)
16 days of the Second Payment and the second distribution to be made within fourteen (14) days of the Final
17 Payment. (Agreement at ¶ 5.1.)

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

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

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. See Declaration of Cassandra Polites
4 ("Polites Decl.") at ¶¶ 6-7. Class Members were provided with the opportunity to exclude themselves
5 or "opt out" if they did not want to participate in the settlement. *Id.* Significantly, there have been no
6 objections and only two (2) requests to opt-out. Polites Decl. at ¶¶ 11-12. As such, 99.7% of the Class
7 will participate in the Settlement and will be sent a settlement check. Polites Decl. at ¶ 15. All Aggrieved
8 Employees, including any who submit an opt-out request, still will receive an Individual PAGA Payment
9 and will release the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶
10 6.3 and 8.5(d)) Finally, the Class Notice advised the Class Members of their right to object to the
11 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7; Polites Decl., Ex. A.)

12 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
13 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
14 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
15 checks sent to the California Controller's Unclaimed Property Fund, leaving no residue subject to the
16 requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

17 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
18 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
19 administration in an amount not to exceed \$16,000. (Agreement at ¶ 3.2(c).) The total Administration
20 Expenses Payment, including fees and costs incurred to-date, as well as anticipated fees and costs for
21 completion of the settlement administration is \$14,950. Polites Decl., at ¶ 19.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
23 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
24 at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel Litigation
25 Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).) Subject to Court
26 approval, the Agreement provides for a payment of no more than \$10,000 each to Plaintiffs as the Class
27 Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate requests for
28 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary

1 support, for these requests, including lodestar.

2 (i) Subject to Court approval, \$12,000 will be paid from the Gross Settlement Amount in
3 settlement of Plaintiffs' claim for civil penalties under the California Labor Code Private Attorneys
4 General Act ("PAGA"), Cal. Labor Code Section 2698, et seq. Pursuant to the express requirements of
5 Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75% (\$9,000) shall be
6 allocated to the LWDA as its share of the civil penalties and 25% (\$3,000) allocated to the Aggrieved
7 Employees and distributed as Individual PAGA Payments based on the number of their respective PAGA
8 Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has
9 been served with this motion and the Agreement.

10 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
11 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
12 is "fair and reasonable" (Preliminary Approval Order at 8:1-3.) In sum, the Settlement valued at
13 \$545,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
14 liability and class certification in this case were far from certain in light of the defenses asserted by
15 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
16 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
17 reasonable and adequate, and should be finally approved.

18
19 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
20 dated December 13, 2024 ("Preliminary Approval Order"), the approved Class Notice has been
21 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
22 On January 14, 2025, the Administrator mailed the Court-approved Class Notice to the Class Members,
23 which provided each class member with the terms of the Settlement, including notice of the claims at
24 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
25 were being sought, how individual settlement awards would be calculated, and the specific, estimated
26 payment amount to that individual. See Declaration of Cassandra Polites ("Polites Decl.") at ¶ 7, Exh. A.
27 In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in
28 its Preliminary Approval Order. To date, the Administrator has not received any written objections and

1 has received only two (2) requests for exclusion. Polites Decl. at ¶¶ 11-12. As such, 99.7% of the Class
2 will participate in the Settlement and will be sent a settlement check. Polites Decl. at ¶ 15.

3
4 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
5 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
6 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
7 for required expenses, were not provided accurate itemized wage statements, were not paid all accrued
8 and used sick pay at the correct rate of pay, and were not paid all wages at the time of termination. The
9 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief
10 allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

11
12 6. Procedural History of the Litigation

13 (a) On February 14, 2023, Plaintiff Salinas filed with the LWDA and served on Defendant
14 a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
15 penalties on behalf of Aggrieved Employees for various Labor Code violations.

16 (b) On June 27, 2023, Plaintiff Salinas commenced an Action by filing a Class Action
17 Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara
18 (hereinafter "Class Action"). The Martinez Action asserted class claims against Defendant for: (1) unfair
19 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages
20 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in
21 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
22 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
23 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in
24 violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in
25 violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of
26 California Labor Code §§ 201, 202 and 203; and (9) failure to pay sick pay wages in violation of
27 California Labor Code §§ 201-204, 233, and 246. On August 14, 2023, Plaintiff Salinas filed a
28 Complaint against Defendant in the Superior Court of California, County of Sonoma ("PAGA Action").

1 Plaintiff Salinas's Complaint asserted a claim that Defendant violated the Private Attorney General Act,
2 Cal. Labor Code §§ 2698, et seq. ("PAGA").

3 (c) As part of this Settlement, on April 24, 2024, the Parties filed a stipulation to file a First
4 Amended Complaint in the Class Action which added the claims from the PAGA Action and added
5 Gloria Zamora as a named plaintiff. The First Amended Complaint in the Class Action was filed on April
6 26, 2024 and is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the
7 allegations in the Operative Complaint, denies any failure to comply with the laws identified in the
8 Operative Complaint and denies any and all liability for the causes of action alleged.

9 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
10 including production of documents, class data, and other information, allowing for the full and complete
11 analysis of liabilities and defenses to the claims in the Action. Plaintiffs obtained informal discovery,
12 which included the production and analysis of hundreds of pages of documents. The information for
13 mediation obtained by Plaintiffs included: (1) data concerning the composition of the Class; (2) a
14 sampling of payroll data and time punch data for the Class which covered 8,442 shifts; (3) Defendant's
15 wage and hour policies and job descriptions; (4) the employment file for the Plaintiffs; and, (5) samples
16 of wage statements provided by Defendant. As such, Class Counsel received the data and information
17 for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the
18 Class.

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

25 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation.
26 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
27 information in connection with the Action. On March 7, 2024, the Parties participated in an all-day
28 mediation presided over by Gig Kyriacou, a respected and experienced mediator of wage and hour class

1 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
2 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
3 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
4 At all times, the negotiations were arm's length and contentious.

5 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
6 any kind associated with the claims alleged in the Action and further deny that, for any purpose other than
7 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
8 among other things, that it has properly compensated the Class Members and complied at all times with
9 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
10 Defendant contends that class certification is inappropriate for any reason other than for settlement.
11 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend that
12 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
13 certification. Without admitting that class certification is proper, Defendant has stipulated that the above
14 Class may be certified for settlement purposes only. (Agreement at ¶ 2.7.) The Parties agree that
15 certification for settlement purposes is not an admission that class certification is proper. Further, the
16 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
17 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
18 requisites for establishing class certification with respect to the Class are satisfied.

19 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
20 Over the course of more than a year, Class Counsel diligently evaluated the Class Members' claims
21 against Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel
22 with access to necessary documents and information for the Class. In addition, Class Counsel has
23 previously negotiated settlements with other employers in actions involving nearly identical issues and
24 analogous defenses. Based on the informal discovery and their own independent investigation, evaluation
25 and experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
26 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
27 facts and circumstances, including the risk of significant delay, the risk that the claims would not be
28 allowed to proceed on a class or representative basis, the defenses asserted by Defendant, and potential

1 appellate issues.

2
3 7. History of Settlement Discussions

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

10 (b) The Parties attended an arms-length mediation session with Gig Kyriacou, Esq., a
11 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
12 preparation for the mediation, Defendant provided Class Counsel with necessary information, including
13 the Class payroll and timekeeping data. Plaintiffs analyzed the data with the assistance of a damages
14 expert, Berger Consulting, and prepared and submitted a mediation brief and damage valuation to the
15 Mediator. Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized
16 in the form of a Memorandum of Understanding.

17 (c) From April 2024 to October 2024, the settlement agreement and exhibits thereto were
18 finalized and executed. On December 13, 2024, the Court granted the Motion for Preliminary Approval,
19 and entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

22
23 8. The outcome of this case would have been uncertain and fraught with risks.

24 (a) Here, a number of issues and defenses asserted by Defendant present serious threats to the
25 claims of the Plaintiffs and the other Class Members. The most important consideration here was
26 Defendant's financial condition. Defendant is a nonprofit organization, which operates with a very thin
27 margin and has almost no cash on hand. Additionally, almost all of HomeFirst's funding and assets are
28 "use-restricted" and cannot be used for settlement purposes. As a result, Defendant would be unable to

1 pay any significant judgment. As to the merits, Defendant maintains that its practices complied with all
2 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly
3 recorded and compensated and that there was no miscalculation of the regular rate. Defendant contends
4 that its meal and rest period policies and practices provide Class Members with meal and rest periods and
5 that the payment of meal premiums is evidence of Defendant's legal compliant practices. As to expense
6 reimbursement, Defendant maintains that it did not fail to provide reimbursement for necessary business
7 expenses because, among other things, employees are not required to use their personal cell phones to
8 perform their work. Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th
9 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
10 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims in terms of liability and value,
11 and preclude claims from proceeding on a class or representative basis. Defendant also maintains that
12 a good faith dispute and absence of willfulness would negate the claims for waiting time penalties and/or
13 failure to provide accurate itemized wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15
14 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a
15 complete and accurate wage statement in compliance with the requirements of section 226, then it has
16 not knowingly and intentionally failed to comply with the wage statement law.") If successful,
17 Defendant's financial condition and defenses as to the merits could eliminate or substantially reduce any
18 recovery to the Class.

19 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
20 to obtain class certification and thereby not recover on behalf of any employees other than themselves
21 Defendant argued that the individual experience of each putative class member varied with respect to the
22 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiffs' meal
23 and rest period claims would require individualized inquiries into whether each employee took a
24 compliant meal or rest period on a given shift and, if not, why. Plaintiffs are aware of other cases where
25 class certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
26 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as
27 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59
28 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class

1 has been certified, including the solvency of Defendant in order to collect upon a class-wide judgment.
2 While other cases have approved class certification of wage and hour claims, class certification in this
3 Action would have been hotly disputed and was by no means a foregone conclusion.

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

18 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
19 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
20 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
21 to the value of the claims. Based upon 776 Participating Class Members who collectively worked 56,815
22 Workweeks, the Gross Settlement Amount provides a value of \$702 per Class Member and \$9.59 per
23 Workweek and, after deductions, the Net Settlement Amount provides an average recovery of \$375.49
24 per Class Member and \$5.12 per Workweek. The calculations to compensate for the amount due to the
25 Class Members at the time the Settlement was negotiated were calculated by Plaintiffs' expert, Berger
26 Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members and
27 determined the potential maximum damages for the class claims. For the Class, the maximum value of
28 the claim for unpaid wages due to the alleged miscalculation of the regular rate applicable to overtime

1 pay and sick pay was \$58,831, the maximum value of the claim for unpaid wages due to alleged off-the-
2 clock work was \$1,807,672, the maximum potential damages for alleged meal period violations were
3 estimated to be \$2,838,834 based upon a 50% violation rate observed in the time records and after
4 deduction of meal premiums already paid by Defendant, the maximum potential damages for alleged rest
5 period violations were estimated to be \$2,801,753 based upon the same 50% potential violation rate
6 observed for meal periods, and the maximum potential damages for the alleged failure to reimburse
7 business expenses were calculated to be \$66,265 based upon \$5 per month. In total, the damages for the
8 Class were calculated to have a maximum potential total value of \$7,573,355. In addition, Plaintiff
9 calculated that the maximum value of the potential waiting time penalties was between \$1,836,753 and
10 \$2,273,505, depending on the predicate violations, and the maximum value of the potential wage
11 statement penalties was between \$889,400 and \$1,193,700, depending on the predicate violation.
12 Consequently, the Gross Settlement Amount represents more than 7% of Plaintiffs' calculation of the
13 potential maximum damages at issue for the Class in this case, assuming these amounts could all be
14 proven in full at trial.¹ Importantly, the recent decision that good faith belief of compliance by the
15 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
16 negate the claims for waiting time and wage statement penalties, even if wages were owed to the class.
17 The maximum calculations should then be realistically risk rated in consideration for both the risk of class
18 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
19 Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and
20 reasonable.² Clearly, the goal of this litigation has been met.

21
22 ¹ Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not include the
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
24 Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

25 ² See *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
26 approving settlement which represented “roughly one-sixth of the potential recovery”); *Stovall-Gusman*
27 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
28 where “the proposed Total Settlement Amount represents approximately 10% of what class might have
been awarded had they succeeded at trial.”); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
2 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
3 defenses both to liability and to class certification. Currently, the maximum and average class member
4 allocation are \$1,239.75 and \$375.01, respectively. See Polites Decl. ¶ 16. Given the complexities of this
5 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
6 reasonable and adequate, and should be finally approved.

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

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

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

15 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
16 fund settlement to be paid by Defendant to the Class in the amount of Five Hundred Forty-Five Thousand
17 Dollars (\$545,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
18 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
19 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval
20 of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

21 (b) In the class action context, that means "attempting to award the fee that informed private
22 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
23 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
24 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
25 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
26 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
27

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

1 value of the award requested.

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

5
6 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
7 Created for the Benefit of the Class

8 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
9 of the Gross Settlement Amount of \$545,000, which equals \$181,666 for attorneys' fees. As part of the
10 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
11 incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendant
12 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of no
13 more than \$10,000 each, as their service awards under the Agreement.

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

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

1 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

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

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

25 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
26 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
27 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
28 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by

1 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
2 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
3 Counsel advanced more than \$21,000 in costs which could not have been recovered if this case had been
4 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
5 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
6 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
7 Plaintiff also support the requested awards.

8 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal to
9 \$181,666 is also established by reference to Class Counsel's lodestar in this matter. **The**
10 **contemporaneous billing records for Class Counsel evidence that through May 9, 2025, Class**
11 **Counsel's total lodestar is \$155,445.00, with significant additional fees still to be incurred to**
12 **complete final approval and the settlement process.** The requested fee award is therefore currently
13 equivalent to Class Counsel's total lodestar without a reasonable multiplier of less than 1.2, and there will
14 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
15 settlement distribution and reports. Such a multiplier is within the range of multipliers approved in other
16 cases such as *Laffitte* and *Vizcaino*.³ As evidenced by the billing, Class Counsel's work was efficiently
17 performed and highly successful, and Class Counsel should not be punished for efficient and successful
18 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
19 justified under California law.

20 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
21 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule

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

1 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
2 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
3 Counsel has prosecuted this case on a contingency basis for almost two years. Indeed, if counsel is not
4 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
5 discouraged from prosecuting similar cases.

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

1 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
2 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
3 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
4 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
5 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
6 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
7 settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior
8 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
9 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
10 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
11 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
12 Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage
13 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
14 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
15 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
16 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
17 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
18 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
19 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
20 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
21 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo
22 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
23 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra
24 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee
25 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
26 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
27 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
28 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third

1 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
2 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
3 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
4 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
5 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
6 reasonable in light of the fees that have been awarded in other similar cases.

7 12. **The contemporaneous billing records for Blumenthal Nordrehaug Bhowmik De**
8 **Blouw evidence that through May 9, 2025, my firm's total lodestar is \$155,445**, with significant
9 additional fees still to be incurred to complete final approval and the settlement process. From December
10 17, 2022 to May 8, 2025, my firm worked on this matter for over 213 hours, with hourly rates for
11 attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
12 \$155,445. The requested fee award is therefore represents a lodestar cross-check when compared to Class
13 Counsel's total combined lodestar with a reasonable multiplier of less than 1.2 and there will be
14 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
15 settlement distribution and reports. A detailed breakdown of the total fees and the services performed by
16 the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel will be performing
17 significant additional work that is not included in this lodestar amount, including finalizing the final
18 approval motion, attending the hearing on final approval, and monitoring completion of the settlement
19 process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates
20 charged by my firm are in line with the prevailing rates of attorneys in the local legal community for
21 similar work and, if this were a commercial matter, these are the charges that would be made and
22 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
23 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
24 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California,
25 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
26 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those
27 prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness
28

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

17
18 Litigation Expenses

19 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
20 Counsel Litigation Expenses Payment of not more than \$25,000." Class Counsel have incurred expenses
21 of \$21,806.22 based upon counsel's billing records; therefore, this requested amount is equal to the
22 amount actually incurred by Class Counsel. The litigation expenses incurred by Blumenthal Nordrehaug
23 Bhowmik De Blouw total \$21,806.22 and include the expenses incurred for filing fees, mediation
24 expenses, expert expenses (Berger Consulting), attorney service charges (OneLegal and Knox), and
25 research charges (LexisNexis), all of which are costs normally billed to and paid by the client. The details
26 of the litigation expenses incurred are set forth in Exhibit #3. These costs were reasonably incurred in the
27 prosecution of the Action.

1
2 Service Award

3 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
4 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
5 on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to these
6 payments and there have been no objections to the requested service awards. The Plaintiffs' Declarations
7 in support of these requests are attached as Exhibits #5 and 6. As the representatives of the Class,
8 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
9 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
10 searching for documents, working with counsel, and reviewing the settlement documentation. As set
11 forth in the Agreement, the Plaintiffs are also providing a comprehensive release as part of the Settlement,
12 far beyond the class release. The declaration of Plaintiffs detail the involvement, stress and risks they
13 undertook as a result of this Action. The Plaintiffs also assumed the serious risk that they might possibly
14 be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
15 future employers for having filed a class action on behalf of fellow former employees. Without the
16 Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit.
17 The payment of service awards to successful class representatives is appropriate and the amount of
18 \$10,000 is well within the currently awarded range for similar settlements. The requested awards are also
19 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
20 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
21 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
22 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
23 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
24 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*
25 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
26 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
27 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*,

303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. 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 Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

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

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jaymie Salinas and Gloria Zamora (“Plaintiffs”) individually and on behalf of the Participating Class Members and all others similarly situated, and defendant HomeFirst Services of Santa Clara County (“Defendant”), subject to the terms and conditions herein and the Court’s approval. 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. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned *Salinas, et al. v. HomeFirst Services of Santa Clara Co.*, Case No. 23CV418047, initiated on June 27, 2023 and pending in Superior Court of the State of California, County of Santa Clara and *Salinas, et al. v. HomeFirst Services of Santa Clara Co.*, Case No. SCV-273921, initiated on August 14, 2023 and pending in the Superior Court of California, County of Sonoma.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross 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 to cover all costs of administration, including, without limitation, settlement administration fees and expenses.
- 1.4. “Aggrieved Employees” means all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the PAGA Period.
- 1.5. “Class” means all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as

approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action, including without limitation all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the Settlement, and providing any notices required as part of the Settlement, securing Court approval, and obtaining Judgment in the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from June 27, 2019 to February 14, 2024.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as the Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, 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 Santa Clara.
- 1.17. “Defendant” means HomeFirst Services of Santa Clara County.
- 1.18. “Defense Counsel means Katherine S. Catlos and Christine Starkie of Kaufman Dolowich LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Forty-Five Thousand Dollars (\$545,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9, “Class Size Modification and Escalator Clause,” 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 Payments 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. Except as provided in Paragraph 9, “Class Size Modification and Escalator Clause,” and as necessary for employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, in no event shall Defendant’s total amount due to Plaintiffs, Class Members, Class Counsel or any other beneficiary under this Agreement exceed the Gross Settlement Amount of \$545,000.00.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks

worked during the Class Period.

- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments
- 1.29. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period of time from June 10, 2022 to February 14, 2024.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means the Plaintiff Salinas's February 14, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,000) and the 75% to LWDA (\$9,000) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

- 1.36. “Plaintiffs” means Jaymie Salinas and Gloria Zamora, the named plaintiffs in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims alleged or could have been alleged based on the facts alleged in the Operative Complaint, which arose during the Class Period. Except as to the named Plaintiffs, participating Class Members do not release 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 occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. Except as to the named Plaintiffs, the Released PAGA Claims do not include PAGA claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, affiliates, subsidiaries, employees, agents, and representatives.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “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 June 27, 2023, plaintiff Salinas filed a Complaint against Defendant in the

Superior Court of the State of California, County of Santa Clara (“Class Action”). Plaintiff Salinas’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (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 reimburse employees for required expenses in violation of California Labor Code § 2802.
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failure to pay sick wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On August 14, 2023, Plaintiff Salinas filed a Complaint against Defendant in the Superior Court of California, County of Sonoma (“PAGA Action”). Plaintiff Salinas’s Complaint asserted a claim that Defendant:

- (a) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. 1.3 On March 7, 2024, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.4. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. On April 24, 2024, the Parties filed a stipulation to file a First Amended Complaint in the Class Action which added the claims from the PAGA Action and added Gloria Zamora

as a named plaintiff. The First Amended Complaint in the Class Action is referred to as the “Operative Complaint”.

- 2.6. Defendant denies all allegations in the Class Action, PAGA Action, and Operative Complaint. Defendant further denies any failure to comply with the laws as alleged or in any other manner and denies any and all liability for the causes of action alleged.
- 2.7. 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 Actions 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 Actions 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 Actions.
- 2.8. 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 \$545,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
 - (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,

Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (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 \$181,666, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. 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. 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 \$16,000 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 \$16,000, 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 \$12,000 to be paid from the Gross Settlement Amount, with 75% (\$9,000) allocated to the LWDA PAGA Payment and 25% (\$3,000) 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 (\$3,000) 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.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS as required by law. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported to the IRS as required by law. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of an estimated total of **52,000 Workweeks** as of March 7, 2024, which includes approximately 577 Class Members as of March 10, 2024. There are also an estimated 342 Aggrieved Employees as of March 10, 2023. Defendant shall provide the names, contact information, and workweeks to the Administrator, with a supporting declaration, for all Class Members for the Class Period and for all Aggrieved Employees for the PAGA Period.
- 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 fund the Gross Settlement Amount, and also fund the *pro rata* amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator as follows:

- (a) Defendant to pay \$136,250.00 within thirty (30) days following the Effective Date, but not sooner than December 1, 2024 ("First Payment").
- (b) Defendant to pay \$136,250.00 within six months of the First Payment ("Second Payment");
- (c) Defendant to pay \$136,250.00 within six months of the Second Payment ("Third Payment"); and,
- (d) Defendant to pay \$136,250.00, within six months of the Third Payment ("Final Payment"); and in the event Defendant defaults on any of the payments set forth above, after being given notice by Class Counsel and an opportunity to cure within thirty (30) days, Defendant agrees that all payments still due and owing on the payments in the total amount of \$545,000, less any payments received, shall be accelerated and due immediately.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. On a pro rata basis, the Administrator shall proportionately make a total of two (2) payment distributions with the first distribution to be made within fourteen (14) days of the Second Payment and the second distribution to be made within fourteen (14) days of the Final Payment. For each of these two (2) distributions, the Settlement Administrator will proportionately make payment of 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.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The

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

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

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

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

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

6.1. Plaintiffs' Release.

(a) Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns fully, finally, and forever releases and discharges the Released Parties from any and all causes of action, claims, demands, costs and expenses, or damages, whether known or unknown, which the named Plaintiffs now have, or which has been or could have been asserted or could

be asserted by then arising out of any act, occurrence, or transaction on or before the date of this Agreement, including without limitations their employment or the separation thereof with Released Parties. This release includes, but is not limited to, any and all claims for declaratory or equitable relief, claims for contribution or indemnity, back pay, front pay, employee benefits, penalties, interest, damages, reinstatement, and/or attorneys' fees and expenses, known or unknown, vested or contingent, which the named Plaintiffs now have or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United States Code, the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et seq., as amended, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the Employee Retirement Income Security Act of 1974, California's anti-discrimination laws, claims under the California Labor Code, the Genetic Information Nondiscrimination Act (GINA), the Health Insurance Portability and Accountability Act (HIPAA), the Confidentiality of Medical Information Act (CMIA), California Wage Orders, or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws including but not limited to defamation, privacy laws, data breach laws, or any claim arising under the common law, including assault and emotional distress, or any claims for costs, fees, or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of their employment with Released Parties based upon any conduct up to and including the date of execution of this Agreement. Nothing in this Agreement is intended to waive claims for: (i) unemployment insurance benefits, (ii) Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, (iii) for vested rights under ERISA-covered employee benefit plans as applicable on the date Employee signs this Agreement, or (iv) which cannot be released by private agreement. This release excludes any Workers' Compensation claims, if any, but the named Plaintiffs release any recovery for any potential or existing Labor Code 132a or serious and willful violation under Labor Code 4553.

- (b) The Named Plaintiffs agree and understand that they may have claims against the Released Parties at the time of the execution of this Agreement, of which they have no knowledge or suspicion, but they agree and represent that this Agreement extends to all claims against the Released Parties, whether or not known, claimed, or suspected by Fonseca as of the date of this Agreement. It is also understood and agreed that the released claims include not only claims presently known to the named Plaintiffs but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever, which would otherwise come within the scope of the released

claims. Therefore, the named Plaintiffs knowingly and voluntarily waives any and all rights or benefits which they may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code which provides as follows:

1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.

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.

(c) The named Plaintiffs' release shall not include claims or actions to enforce this Agreement.

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. Defendant will immediately advise Class Counsel of any known actual or potential conflicts of interest with the Administrator. Defendant asserts 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 the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations 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; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declarations 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. 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and

their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

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

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

8.5. Requests for Exclusion (Opt-Outs).

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

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

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the

Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which 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. If the number of **Workweeks** worked by the Class Members during Class Period is more than 10% greater than the estimate stated herein in paragraph 4.1 (the “Buffer”), Defendant may, at its option, agree to either: (1) increase the Gross Settlement Amount on a proportional basis beyond the 10% Buffer; or (2) limit the Class Period to a number of Workweeks that will allow the Gross Settlement Amount to remain the same.

10. DEFENDANT’S RIGHT TO WITHDRAW. If either (1) 10% or more of the Class Members, or (2) a number of Class Members, whose share of the Net Settlement Amount is 10% or more, submit valid Requests for Exclusion, or (3) the Gross Settlement Amount increases by more than 10% of \$545,000, 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. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 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 reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11.6. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding.

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 or Actions 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 Actions 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 reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the pendency of the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, 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

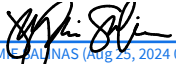
To Defendant:

Katherine S. Catlos
Christine Starkie
KAUFMAN DOLOWICH LLP
425 California Street, Suite 2100
San Francisco, CA 94104
Tel.: (415) 926-7600
Fax: (415) 926-7601
E-Mail: kcatlos@kaufmandolowich.com
cstarkie@kaufmandolowich.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 in both actions 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 March 7, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect. Class Counsel agrees to dismiss without prejudice the PAGA Action pending in Sonoma County.
- 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 Actions 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: Aug 25, 2024 
JAYMIE SALINAS (Aug 25, 2024 03:09 PDT)
Plaintiff Jaymie Salinas

Dated: Aug 26, 2024 
Gloria Zamora (Aug 26, 2024 12:27 PDT)
Plaintiff Gloria Zamora

Dated: _____

[name]
For Defendant HomeFirst Service of Santa Clara County

Dated: 8/27/24 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Christine Starkie
Kaufman Dolowich & Voluck, LLP
Attorney for Defendant

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

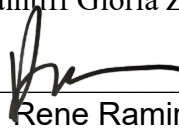
Dated: _____

Plaintiff Jaymie Salinas

Dated: _____

Plaintiff Gloria Zamora

Dated: 9/13/2024



Rene Ramirez [name]
For Defendant HomeFirst Service of Santa Clara County

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 9/13/2024

Christine Starkie

Christine Starkie
Kaufman Dolowich & Voluck, LLP
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**

Salinas v. HomeFirst Services of Santa Clara County,
Superior Court of the State of California, County of Santa Clara, Case No. 23CV418047

The Superior Court for the State of California authorized this Notice.

READ IT CAREFULLY!

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant HomeFirst Services of Santa Clara County (“Defendant”) for alleged wage and hour violations. The Action seeks payment of (1) wages and other relief for the Class of all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period which is June 27, 2019 through February 14, 2024 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the PAGA Period which is June 10, 2022 through February 14, 2024 (“Aggrieved Employees”).

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. You will be deemed to have carefully read and understood this

Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs Jaymie Salinas and Gloria Zamora (“Plaintiffs”) 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 three basic options under the Settlement:

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement 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 Notice.

	However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are a Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 7 before Judge Charles F. Adams. This hearing may change as explained below in Section 9. The judge overseeing this case encourages remote appearances. Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. Why did I get this Notice?

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

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

All current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period.

The “Class Period” is June 27, 2019 through February 14, 2024.

2. What is this class action lawsuit about?

On June 27, 2023, Plaintiff Salinas filed a class action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara Case No. 23CV418047 (hereinafter “Action”). Plaintiff Salinas asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to pay wages when due, and failure to pay sick wages.

On August 14, 2023, Plaintiff Salinas filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of Sonoma, asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. SCV-273921 (“PAGA Action”).

As part of the Settlement, the Parties stipulated to the filing of a First Amended Complaint in the Action that adds the claims originally in the PAGA Action and added Gloria Zamora as a named plaintiff to the Action. The First Amended Complaint, filed April 26, 2024 by Plaintiffs, is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, 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 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 <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to

serve as the Class Representatives, and the law firm 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 denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Five Hundred Forty-Five Thousand Dollars (\$545,000) (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 Defendant. Defendant shall fund the Gross Settlement Amount in four pro-rata payments as follows: (a) \$136,250.00 within thirty (30) days following the Effective Date, but not sooner than December 1, 2024 ("First Payment"); (b) \$136,250.00 within six months of the First Payment ("Second Payment"); (c) \$136,250.00 within six months of the Second Payment ("Third Payment"); and, (d) \$136,250.00, within six months of the Third Payment ("Final Payment"). The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. On a pro rata basis, the Administrator shall proportionately make a total of two (2) payment distributions with the first distribution to be made within fourteen (14) days of the Second Payment and the second distribution to be made within fourteen (14) days of the Final Payment. For each of these two (2) distributions, the Administrator will proportionately make payment of 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 \$16,000, 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 \$181,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$12,000 relating to Plaintiffs' claim under PAGA, \$9,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$3,000 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 (\$3,000) 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 a Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (June 10, 2022 through February 14, 2024).

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

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

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

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

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

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

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims alleged or could have been alleged based on the facts alleged in the Operative Complaint, which arose during the Class Period. Except as to the named Plaintiffs, participating Class Members do not release 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 occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. Except as to the named Plaintiffs, the Released PAGA Claims do not include PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (June 27, 2019 through February 14, 2024).

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 (June 10, 2022 through February 14, 2024). Based on this information, your estimated Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is

_____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. The address for the Administrator is

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed in two installments, with the first approximately eight months after this hearing and the second one year after the first payment. If there are objections or appeals, resolving them can take time and could delay all payments, perhaps by 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 allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a 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 *Salinas v. HomeFirst Services of Santa Clara* lawsuit. The request to opt-out should state the Class Member's full name. Please include the name and number of the case, which is *Salinas v. HomeFirst Services of Santa Clara*, Case No. 23CV418047. 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 stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Salinas v. HomeFirst Services of Santa Clara* or on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.scscourt.org/>) and entering the Case No. 23CV418047.

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, *Salinas v. HomeFirst Services of Santa Clara*, Case No. 23CV418047, and include your name. 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. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 7(Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

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:

Katherine S. Catlos
Christine Starkie
KAUFMAN DOLOWICH LLP
425 California Street, Suite 2100
San Francisco, CA 94104

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 7 of the Superior Court of California, County of Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, before Judge Charles F. Adams. 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.

The judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class Members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. Any Class Member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait for a sheriff's deputy to escort him or her to the courtroom for the hearing.

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 *Salinas v. HomeFirst Services of Santa Clara*. In addition, hearing dates are posted on the Internet via the Case Information Portal page for the California Superior Court for the County of Santa Clara (<https://traffic.scscourt.org/>) and entering the Case No. 23CV418047.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Salinas v. HomeFirst Services of Santa Clara* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Salinas v. HomeFirst Services of Santa Clara*. You may get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.scscourt.org/>) and entering the Case No. 23CV418047. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JAYMIE SALINAS and GLORIA ZAMORA,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

HOMEFIRST SERVICES OF SANTA
CLARA COUNTY, a California Non-Profit
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **23CV418047**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Charles F. Adams
Dept.: 7

Action Filed: June 27, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Charles F. Adams of the Superior Court of the
2 State of California, in and for the County Santa Clara, on _____[DATE], for the motion by
3 Plaintiffs Jaymie Salinas and Gloria Zamora (“Plaintiffs”) for preliminary approval of the class
4 settlement with Defendant HomeFirst Services of Santa Clara County (“Defendant”). The Court,
5 having considered the briefs, argument of counsel and all matters presented to the Court and good
6 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
7 Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is Five Hundred Forty-Five Thousand Dollars
18 (\$545,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
27
28

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

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty-Five Thousand Dollars (\$25,000), and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court will not approve the amount of attorneys' fees and litigation expenses, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period." The Class Period is June 27, 2019 through February 14, 2024.

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

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik

1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

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

15 9. The Court hereby appoints ILYM Group, Inc. as Administrator for the Settlement.
16 No later than 15 calendar days after issuance of this Order, Defendant shall provide to the
17 Administrator an electronic spreadsheet with the Class Data. This information will otherwise
18 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
19 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
20 written authorization or by order of the Court. The Administrator will perform address updates
21 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
22 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
23 Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via
24 first-class U.S. Mail.

25 10. The Court hereby preliminarily approves the proposed procedure for exclusion
26 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
27 from the Class as provided in the Class Notice by following the instructions set forth in the Class
28

1 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
2 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
3 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
4 Response Deadline will be extended an additional fourteen (14) calendar days. Any person who
5 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
6 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
7 thereon. Aggrieved Employees shall be sent their Individual PAGA Payment and will be subject to
8 the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class
9 Members who have not requested exclusion shall be bound by all determinations of the Court, the
10 Agreement, and the Judgment. A request for exclusion applies only to the individual submitting
11 the request for exclusion, and any attempt to effect an opt-out on behalf of any other individual or
12 individuals (including a group, class, or subclass of individuals) is not permitted and will be
13 deemed invalid.

14 11. Any Class Member who has not opted-out may appear at the Final Approval
15 Hearing and may object or express the Class Member's views regarding the Settlement and may
16 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
17 heard and determined by the Court as provided in the Class Notice. Class Members will have
18 until the Response Deadline set forth in the Class Notice to submit their written objections to the
19 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
20 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
21 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
22 objection.

23 12. A Final Approval Hearing shall be held before this Court on _____
24 _____ at 1:30 p.m. in Department 7 at the of the Santa Clara County Superior Court to
25 determine all necessary matters concerning the Settlement, including: whether the proposed
26 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
27 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
28

1 Order and Judgment should be entered herein; whether the plan of allocation contained in the
2 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
3 finally approve attorneys' fees and costs, the service awards, and the expenses of the
4 Administrator. The motion for final approval of the class settlement and for award of attorneys'
5 fees, costs and service award shall be filed with the Court and served on all counsel no later than
6 sixteen (16) court days before the hearing and shall be heard at the Final Approval Hearing.

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

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

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

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

IT IS SO ORDERED.

Dated: _____

HON. CHARLES F. ADAMS
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JAYMIE SALINAS and GLORIA ZAMORA,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

HOMEFIRST SERVICES OF SANTA
CLARA COUNTY, a California Non-Profit
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23CV418047

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Charles F. Adams
Dept.: 7

Action Filed: June 27, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Jaymie Salinas and Gloria Zamora (“Plaintiffs”) for an order
2 finally approving the class action settlement of this action between Plaintiffs and Defendant
3 HomeFirst Services of Santa Clara County (“Defendant”) came on for hearing on
4 _____ before the Honorable Charles F. Adams.

5 The motion is GRANTED, as set forth below.

6 **I.**

7 **FINDINGS**

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

10 1. All terms used herein shall have the same meaning as defined in the Class Action
11 and PAGA Settlement Agreement (the “Agreement”).

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
14 including the Class.

15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of is Five Hundred Forty-Five
17 Thousand Dollars (\$545,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.

19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

26 5. On _____, the Court granted preliminary approval of the Agreement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes
28

1 only. The Court also approved the form and method of the Class Notice, appointed Plaintiffs as
2 the Class Representatives, appointed Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit
3 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class,
4 and appointed ILYM Group as the Administrator.

5 **Notice to the Class**

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

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

1 **Fairness Of Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

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

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

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

12 d. [There were no objectors/the percentage of objectors and requests for
13 exclusion is small. ____ objections were received. _____ requests for exclusion were
14 received].

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

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

22 **Attorneys' Fees and Costs**

23 11. A Class Counsel Fees Payment award of \$_____, and Class Counsel
24 Litigation Expenses Payment award of \$_____ are reasonable, in light of the
25 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
26 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
27 and billing statement.

1 **Class Representative Service Payments**

2 12. The Agreement provides for Class Representative Service Payments of not more
3 than \$10,000 to each Plaintiff, subject to the Court's approval. The Court finds that the Class
4 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable in
5 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for the time and effort
6 in bringing and prosecuting this matter on behalf of the Class, and for the execution of the release.

7 **Administration Expenses Payment**

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

15 **PAGA Penalties**

16 14. The PAGA Penalties amount of \$12,000 is approved and shall be paid out of the
17 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
18 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
19 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
20 Aggrieved Employees' 25% share of PAGA Penalties (\$3,000) by the total number of PAGA Pay
21 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
22 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all
23 current and former hourly employees employed by Defendant in California who were classified as
24 non-exempt during the PAGA Period which is June 10, 2022 through February 14, 2024. All
25 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
26 release of the Released PAGA Claims as set forth below, whether or not they opt out of the Class
27 Settlement.

1 II.
2 ORDERS

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

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

6 All current and former hourly employees employed by Defendant in California who
7 were classified as non-exempt during the Class Period (June 27, 2019 through
8 February 14, 2024).

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

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
14 the amounts necessary to fully pay Defendant’s share of payroll taxes, in four pro-rata payments as
15 follows: (a) \$136,250.00 within thirty (30) days following the Effective Date, but not sooner than
16 December 1, 2024 (“First Payment”); (b) \$136,250.00 within six months of the First Payment
17 (“Second Payment”); (c) \$136,250.00 within six months of the Second Payment (“Third
18 Payment”); and, (d) \$136,250.00, within six months of the Third Payment (“Final Payment”).

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

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

25 20. The payment of \$ _____ to the Administrator as the Administration
26 Expenses Payment is approved.

27 21. The PAGA Penalties are approved and shall be allocated as set forth in the
28 Agreement.

FINAL APPROVAL ORDER AND JUDGMENT

1 22. A Participating Class Member must cash his or her Individual Class Payment check
2 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her
3 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
4 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
5 send the affected Participating Class Member and/or Aggrieved Employee a reminder notice
6 informing him or her that unless the check is cashed in the next 60 days, it will expire and become
7 non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the
8 check remains uncashed by the expiration of the 180 day period, the funds from such uncashed
9 checks shall be paid to o the California Controller's Unclaimed Property Fund in the name of the
10 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code
11 of Civil Procedure Section 384, subd. (b).

12 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
13 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
14 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
15 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
16 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
17 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
18 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
19 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
20 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
21 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
22 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
23 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
24 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
25 Released PAGA Claims.

26 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
27 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
28

1 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
2 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
3 to individual Class Members. Plaintiffs shall serve notice of this Final Approval Order and
4 Judgment on the LWDA.

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

12
13 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

14 26. The Court hereby enters final judgment in this case in accordance with the terms of
15 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

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

18 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
19 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
20 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
21 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
22 the distribution of settlement benefits.

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

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

3 31. As of the Effective Date and upon full finding of the Gross Settlement Amount by
4 Defendant, all Participating Class Members, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
6 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
7 claims alleged or could have been alleged based on the facts alleged in the Operative Complaint,
8 which arose during the Class Period. Except as to the named Plaintiffs, participating Class
9 Members do not release claims for vested benefits, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security, workers'
11 compensation, or California class claims occurring outside the Class Period. The "Released
12 Parties" are Defendant and each of its former and present directors, officers, shareholders, owners,
13 attorneys, insurers, predecessors, successors, assigns, affiliates, subsidiaries, employees, agents,
14 and representatives.

15 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
16 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
17 themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
19 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
20 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
21 Notice, which occurred during the PAGA Period. Except as to the named Plaintiffs, the Released
22 PAGA Claims do not include PAGA claims outside of the PAGA Period.

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

24
25 Dated: _____

26 _____
27 HON. CHARLES F. ADAMS
28 JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/08/2025
Due On: 06/07/2025

Jaymie Salinas
1610 Sausalito Drive
Hollister, CA 95023

CA2840

Homefirst Services of Santa Clara

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	12/17/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff.	3.80	\$850.00	\$3,230.00
NDB	12/20/2022	Review documents and emails from Plaintiff regarding DFEH and retaliation claims. Legal research regarding the same. Review and analyze 2802 and rest break claims. Call with Plaintiff to discuss further.	3.40	\$850.00	\$2,890.00
NDB	01/10/2023	Review and analyze employment file for legal claims. Review all pay stubs for regular rate and 226(a) violations. Legal research regarding recent court opinions and settlements. Conference with Plaintiff to obtain facts for complaint and discuss status.	4.50	\$850.00	\$3,825.00
NDB	01/20/2023	Draft complaint, analyze facts and law.	4.40	\$850.00	\$3,740.00
NDB	02/03/2023	Draft complaint analyze claims.	2.00	\$850.00	\$1,700.00
NDB	02/11/2023	Finish drafting complaint. Send to Plaintiff for approval to file. Conference with Plaintiff to discuss class action claims and revisions. Revise complaint per Plaintiff instructions and prepare complaint for filing.	2.90	\$850.00	\$2,465.00
NDB	02/12/2023	Review case file. Draft internal case notes memo	2.10	\$850.00	\$1,785.00

		detailing key facts and claims.			
NDB	02/14/2023	Review PAGA claims. Legal research. Draft PAGA Notice and upload to LWDA.	2.00	\$850.00	\$1,700.00
NDB	03/15/2023	Review late payment of wage claims under Sections 204 and 210. Analyze sick pay claims under the PAGA. Review paystubs. Legal research.	2.10	\$850.00	\$1,785.00
RE	06/23/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	06/23/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	06/26/2023	Review, edit & revise class action complaint draft; finalize draft	2.80	\$675.00	\$1,890.00
RE	06/26/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	06/27/2023	Review & finalize class action complaint package; file in Santa Clara Sup. Ct.	0.70	\$675.00	\$472.50
RE	06/28/2023	Review court returned docs; review civil lawsuit notice; review docket; memo to firm re judicial/department assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
SB	07/17/2023	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
SB	07/27/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	08/12/2023	Review file; prepare initial documents for service of process re class action; identify reg agent; send out for service of process	0.75	\$675.00	\$506.25
RE	08/13/2023	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
NDB	08/13/2023	Review and analyze PAGA Notice. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Provide status update to Plaintiff.	1.80	\$850.00	\$1,530.00
RE	08/14/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
RE	08/14/2023	Review & finalize paga only complaint package; file in Sonoma Sup. Ct.	0.60	\$675.00	\$405.00
CJ	08/16/2023	Review case notes adn complaint	1.00	\$550.00	\$550.00
CJ	08/16/2023	Evaluate client docs, and prior correspondence in preparation for drafting correspondence to OPC	1.00	\$550.00	\$550.00
CJ	08/17/2023	Evaluate whether and how case is going to mediation	0.50	\$550.00	\$275.00
RE	08/18/2023	Review court returned documents re PAGA action; review court notice/order; memo to firm re	0.50	\$675.00	\$337.50

judicial/department assignment and status of initial case management conference					
RE	08/18/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	08/28/2023	File proof of service of summons re class action case; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
RE	10/10/2023	Review file; prep docs for service of process re PAGA action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
CJ	10/10/2023	Research status of case and claims, posture including CMO, evaluate complaint and case notes and draft correspondence to OPC	1.00	\$550.00	\$550.00
CJ	10/11/2023	Prepare for adn conduct T/c with OPC	1.00	\$550.00	\$550.00
CJ	10/17/2023	Evaluate case and claims, review complaint and case notes	1.00	\$550.00	\$550.00
CJ	10/17/2023	Draft mediation chart	0.75	\$550.00	\$412.50
RE	10/18/2023	File Proof of Service of Summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
CJ	10/18/2023	Continue evaluation of Defendant's document production, analyze case and claims in preparation for drafting mediation data and document requests	1.00	\$550.00	\$550.00
CJ	10/18/2023	Draft mediation data and document requests, review opposing counsel	1.00	\$550.00	\$550.00
CJ	10/19/2023	Review case posture in prep for drafting Joint Report, review CMO, and Local Rules	1.00	\$550.00	\$550.00
CJ	10/19/2023	Draft Joint Report, revise, advise PM	1.50	\$550.00	\$825.00
CJ	10/25/2023	Final review and revisions of mediation doc request, sent to OPC	0.50	\$550.00	\$275.00
CJ	10/25/2023	Evaluate case and claims, review Joint report, research ROA and status of CMC	1.00	\$550.00	\$550.00
CJ	11/02/2023	Research case status and stip to stay issues	1.00	\$550.00	\$550.00
PM	11/03/2023	Review status of action and docket; review stipulation to stay draft; advise team re the same.	0.75	\$750.00	\$562.50
CJ	11/07/2023	Review Stip to stay and OPC revisions, coordinate and advise PM	1.00	\$550.00	\$550.00
CJ	11/08/2023	Evaluate ex parte application proposed by Def	1.00	\$550.00	\$550.00
CJ	11/08/2023	Research Court's local rules and judge's	1.50	\$550.00	\$825.00

procedures re ex parte					
PM	11/09/2023	Review stipulation to stay pending mediation; advise CJ re revisions.	0.50	\$750.00	\$375.00
CJ	11/10/2023	Continue evaluation of ex parte issue, coordinate call with OPC	1.00	\$550.00	\$550.00
PM	11/14/2023	Review status of action and advise team re the same.	0.50	\$750.00	\$375.00
CJ	11/14/2023	Review and finalize stip to stay	1.00	\$550.00	\$550.00
NDB	11/15/2023	Review and analyze entire employment file for additional representative Gloria Rendon. Analyze all pay stubs for overtime and wage statement violations. Conference with Plaintiff Rendon to discuss case status and claims.	3.30	\$850.00	\$2,805.00
CJ	01/22/2024	Review case and claims, review status of discovery and status of pre mediation data and documents from Defendant, review mediation chart and case notes	1.50	\$550.00	\$825.00
CJ	02/07/2024	for class case, research case and claims, review case notes, evaluate orders from court	1.00	\$550.00	\$550.00
CJ	02/07/2024	for PAGA case, research case and claims, evaluate orders from court	0.50	\$550.00	\$275.00
CJ	02/07/2024	for PAGA and class case, review protective orders	1.00	\$550.00	\$550.00
CJ	02/07/2024	Evaluate data and documents needed for mediation	0.50	\$550.00	\$275.00
CJ	02/09/2024	Continue review and analysis of documents received and needed for mediation, review mediation deadlines, correspond with OPC re same	0.50	\$550.00	\$275.00
NDB	02/15/2024	Review case file and court docket. Analyze Defendant's written policy documents. Review data produced for mediation purposes. Analyze meal and rest break claims, legal research regarding the same. Prepare for mediation. Status update to Plaintiffs and to obtain settlement authority.	5.10	\$850.00	\$4,335.00
CJ	02/19/2024	Analyze documents received for mediation, update case analysis chart	1.00	\$550.00	\$550.00
NDB	02/20/2024	Review and research previous settlements with similar claims and workweeks for mediation valuation. Analyze case demographics and draft MOU for mediation.	2.90	\$850.00	\$2,465.00
NDB	02/21/2024	Review individual facts of Plaintiffs. Calls to	2.00	\$850.00	\$1,700.00

		Plaintiffs to obtain background facts for mediation brief and explain mediation process.			
CJ	02/22/2024	Analyze Defendant's production served to date to prepare for mediation	1.00	\$550.00	\$550.00
NDB	02/22/2024	Review facts and law. Draft mediation brief.	5.90	\$850.00	\$5,015.00
CJ	02/23/2024	Analyze and annotate handbook, update mediation chart	1.00	\$550.00	\$550.00
CJ	02/26/2024	Prepare for T/C with Plaintiff Salinas, evaluate claims, docs provided to date	1.00	\$550.00	\$550.00
CJ	02/26/2024	Prepare for T/C with Plaintiff Zamora, evaluate claims, docs provided to date	1.00	\$550.00	\$550.00
CJ	02/26/2024	T/C with Plaintiff Zamora, evaluate information, annotate in Case Analysis notes	1.00	\$550.00	\$550.00
CJ	02/26/2024	T/C with Plaintiff Salinas, evaluate information, annotate in Case Analysis notes	1.00	\$550.00	\$550.00
NDB	02/26/2024	Review and analyze pay stub exemplars for wage statement violations. Legal research regarding recent settlements and court opinions for these claims.	2.70	\$850.00	\$2,295.00
CJ	02/27/2024	Review documents and data still needed for mediation, advise expert re same	1.00	\$550.00	\$550.00
CJ	02/28/2024	Review PI's docs re claims and advise NDB	1.00	\$550.00	\$550.00
CJ	02/29/2024	Evaluate mediation data discrepancy issue, review relevant RTPs, advise AJB and OPC.	0.50	\$550.00	\$275.00
SB	03/04/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
CJ	03/05/2024	t/c with plaintiff, research documents re resignation and termination to prepare for call with Plaintiff	1.00	\$550.00	\$550.00
SB	03/05/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.40	\$450.00	\$1,080.00
SB	03/06/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
NDB	03/06/2024	Analyze all mediation materials including briefs and exhibits thereto. Review and analyze expert damage and penalty report and notes and assumptions. Prepare for mediation.	2.40	\$850.00	\$2,040.00
AB	03/07/2024	Prep and appear for mediation.	4.00	\$895.00	\$3,580.00
SB	03/07/2024	Attend mediation	8.00	\$450.00	\$3,600.00

NDB	03/11/2024	Review mediation results and notes. Review and analyze MOU terms. Send MOU to two Plaintiffs. Follow up calls and emails to explain settlement amounts and obtain signatures.	1.40	\$850.00	\$1,190.00
PM	03/28/2024	Review and analyze MOU; strategize re amended complaint and long-form settlement agreement.	1.00	\$750.00	\$750.00
PM	04/01/2024	Review MOU; draft amended complaint; strategize re next steps and preliminary approval timeline.	3.00	\$750.00	\$2,250.00
PM	04/07/2024	Review and analyze MOU; draft settlement agreement.	4.00	\$750.00	\$3,000.00
PM	04/08/2024	Draft CMC Statement for PAGA action; review upcoming dates and deadlines in PAGA action; draft/review/revise long form settlement agreement.	2.50	\$750.00	\$1,875.00
PM	04/17/2024	Review dockets and check status of next CMCs in class action and PAGA action.	0.50	\$750.00	\$375.00
CJ	04/23/2024	Prepare for CMC, appear	1.00	\$550.00	\$550.00
PM	04/24/2024	Review and finalize stip for leave to amend complaint; review draft amended complaint.	0.50	\$750.00	\$375.00
PM	05/01/2024	Review Def. revisions to settlement agreement; review and revise agreement; draft memo to KN re Def. revisions; strategize re the same; review upcoming dates and deadlines.	2.50	\$750.00	\$1,875.00
KN	05/15/2024	Review Defendant's revisions to Agreement; review memo from PM; advise PM as to issues and revisions	1.50	\$950.00	\$1,425.00
PM	05/15/2024	Review KN remarks re notes on settlement agreement and analyze; correspond with potential TPAs regarding settlement admin bids.	0.75	\$750.00	\$562.50
PM	05/16/2024	Review/revise settlement agreement; review/analyze Def. revisions; outline revisions to Def. counsel; strategize regarding TPA bids.	3.00	\$750.00	\$2,250.00
PM	05/30/2024	Review upcoming hearings and calendar; review emails and review status of settlement agreement.	0.50	\$750.00	\$375.00
PM	06/11/2024	Review and revise long form settlement agreement; review and revise request for dismissal of PAGA only action and supporting declaration; draft correspondence to Def. counsel regarding revisions to long form settlement agreement.	1.00	\$750.00	\$750.00
KN	06/12/2024	Review settlement issues and Defendant's revisions; memo to PM	1.00	\$950.00	\$950.00

PM	06/12/2024	Review Def. revisions to settlement agreement and analyze.	0.50	\$750.00	\$375.00
PM	06/18/2024	Review draft settlement agreement; telephonic conference with Def. counsel re the same.	0.75	\$750.00	\$562.50
KN	07/09/2024	Analysis of issues and memo to PM regarding settlement issue	0.40	\$950.00	\$380.00
PM	07/09/2024	Review and analyze current draft of settlement agreement.	1.00	\$750.00	\$750.00
PM	07/22/2024	Review draft settlement agreement; confer with defense counsel regarding PAGA action dismissal.	0.50	\$750.00	\$375.00
GG	07/25/2024	Finalize, file and serve Dismissal in PAGA action.	0.50	\$250.00	\$125.00
PM	07/29/2024	Advise NBB and KN re dismissal of PAGA action issue.	0.50	\$750.00	\$375.00
PM	08/12/2024	Review and finalize long form settlement agreement.	1.00	\$750.00	\$750.00
NDB	08/12/2024	Review and analyze settlement agreement terms and exhibits thereto for conformity with MOU terms. Send agreement to Plaintiffs for signatures. Calls and emails to explain terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
KN	08/19/2024	Review final agreement; memo to PM about errors to correct	1.00	\$950.00	\$950.00
KN	08/19/2024	Draft exhibits to settlement agreement; email Def	4.00	\$950.00	\$3,800.00
GG	08/19/2024	Finalize, file, and serve CMC statement, and save to file.	0.50	\$250.00	\$125.00
PM	08/19/2024	Review and revise settlement agreement; draft CMC statement.	1.00	\$750.00	\$750.00
CJ	08/19/2024	Advise PM re questions on declarations	0.50	\$550.00	\$275.00
CJ	08/19/2024	Research settlement, MOU and Agreement, review status of discovery and review claims	1.00	\$550.00	\$550.00
CJ	08/19/2024	Draft Declaration for Plaintiff Salinas and Plaintiff Zamora	1.00	\$550.00	\$550.00
CJ	08/26/2024	Review status of settlement agreement and status of declarations	0.50	\$550.00	\$275.00
GG	08/28/2024	ROA review re future hearings, and download signed order re dismissal, circulate email to team with dismissal.	0.30	\$250.00	\$75.00
PM	09/03/2024	Review status of settlement agreement and follow up with defense.	0.25	\$750.00	\$187.50

CJ	09/03/2024	Evaluate settlement agreement, review mediation brief, review MOU and evaluate status of case and claims in complaints for purposes of drafting client declarations ISO MPA	1.00	\$550.00	\$550.00
CJ	09/03/2024	Draft revisions to client declaration ISO MPA for plaintiff Salinas, sent to client for review	1.00	\$550.00	\$550.00
CJ	09/03/2024	Draft revisions to client declaration ISO MPA for plaintiff Zamora, sent to client for review	1.00	\$550.00	\$550.00
CJ	09/11/2024	Review status of settlement declaration, correspond with Plaintiff re same, call Plaintiff	0.50	\$550.00	\$275.00
PM	09/30/2024	Draft joint CMC statement; review status of docket and settlement.	0.50	\$750.00	\$375.00
KN	10/01/2024	Review status and emails; prepare final versions of exhibits; email Def.	0.75	\$950.00	\$712.50
GG	10/01/2024	Finalize, update pos, file, serve Joint cmc statement	0.50	\$250.00	\$125.00
CJ	10/10/2024	Research prior correspondence with Plaintiff Salinas, review file and status of client declaration	0.75	\$550.00	\$412.50
CJ	10/10/2024	T/C with Plaintiff Salinas	0.50	\$550.00	\$275.00
KN	10/17/2024	Draft motion for preliminary approval; analysis of Kullar valuation and expert report; review documents; finish draft of motion and circulate to Defendant; update proposed order and circulate to Defendant; memo to Admin.	4.25	\$950.00	\$4,037.50
KN	10/28/2024	Review status and next steps; email Der; review draft motion	0.50	\$950.00	\$475.00
KN	11/01/2024	Draft declaration ISO motion; review and prepare exhibits	3.00	\$950.00	\$2,850.00
KN	11/04/2024	Review and revise motion for prelim approval; finalize motion; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
KN	11/05/2024	Review filed documents; download to files	0.25	\$950.00	\$237.50
GG	11/27/2024	Reviewed ROA to confirm hearing re motion for prelim approval and added info to events email.	0.10	\$250.00	\$25.00
KN	12/06/2024	Review Court order; revise and redline class notice; email Defendant; memo to Admin with documents	0.75	\$950.00	\$712.50
AR	02/11/2025	Review and outline settlement agreement and preliminary approval order for status; draft summary correspondence with PM.	0.80	\$550.00	\$440.00
AR	02/11/2025	Multiple correspondence with client regarding	0.40	\$550.00	\$220.00

status.					
KN	03/18/2025	Review Admin email; respond to Defendant; research issue regarding Defendant objection; review Agreement; respond to the Defendant	1.00	\$950.00	\$950.00
NDB	03/28/2025	Review and respond to class member inquiries regarding settlement and case status.	0.90	\$850.00	\$765.00
KN	04/03/2025	Review letter from Def; research issue; respond; email clerk	0.50	\$950.00	\$475.00
KN	04/17/2025	draft informal conference brief; legal research	4.00	\$950.00	\$3,800.00
KN	04/18/2025	Additional research federal decisions; review and revise brief	1.50	\$950.00	\$1,425.00
KN	04/25/2025	Revise brief; lodge brief with Court; email counsel	0.75	\$950.00	\$712.50
PM	04/25/2025	Review preliminary approval order and memo; draft final approval motion; review IDC brief re disclosure of opt out.	3.00	\$750.00	\$2,250.00
KN	04/29/2025	Court appearance - informal conference; prepare for hearing; memo to Admin	0.75	\$950.00	\$712.50
KN	05/01/2025	Review and revise motion; memo to PM; prepare draft motion and circulate to Defendant; review and revise Admin decl	2.00	\$950.00	\$1,900.00
GG	05/07/2025	Reviewed Memorandum re final approval and updated table of contents and table of authorities.	1.10	\$250.00	\$275.00
KN	05/07/2025	Review and revise motion; emails with Defendant	1.00	\$950.00	\$950.00
PM	05/08/2025	Draft declaration in support of final approval motion; review final approval motion and revisions to the same.	2.50	\$750.00	\$1,875.00
KN	05/08/2025	Review and revise draft declaration	1.00	\$950.00	\$950.00
KN	05/08/2025	Review and revise motion; prepare final documents; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00

Quantity Subtotal 213.35

Services Subtotal \$155,445.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/14/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	06/28/2023	Onelegal/Court Fee	1.00	\$1,496.64	\$1,496.64
Expense	08/07/2023	Mediation Fees - Kyriacou	1.00	\$10,500.00	\$10,500.00

Expense	08/19/2023	Onelegal/Court Fees	1.00	\$465.03	\$465.03
Expense	08/28/2023	Onelegal/Court Fees	1.00	\$19.22	\$19.22
Expense	08/31/2023	KNOX filing and messenger service	1.00	\$147.15	\$147.15
Expense	09/13/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	10/21/2023	One Legal filing fee	1.00	\$19.22	\$19.22
Expense	10/23/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	10/31/2023	Onelegal/Court Fees	1.00	\$17.04	\$17.04
Expense	11/15/2023	KNOX Filing and Messenger Service	1.00	\$142.25	\$142.25
Expense	03/04/2024	LexisNexis	1.00	\$180.00	\$180.00
Expense	03/27/2024	Berger Consulting Fees.	1.00	\$8,360.00	\$8,360.00
Expense	04/11/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.10	\$19.10
Expense	05/01/2024	LexisNexis	1.00	\$14.00	\$14.00
Expense	06/25/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$17.71	\$17.71
Expense	08/19/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.10	\$19.10
Expense	08/28/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$39.84	\$39.84
Expense	10/01/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$21.42	\$21.42
Expense	11/05/2024	Filing fee - motion; one legal charge	1.00	\$88.54	\$88.54
Expense	05/08/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$21,804.22	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	4.0	\$895.00	\$3,580.00
Scott Blumenthal	21.0	\$450.00	\$9,450.00
Nicholas De Blouw	57.0	\$850.00	\$48,450.00
Ricardo Ehmann	16.5	\$675.00	\$11,137.50
Charlotte James	43.0	\$550.00	\$23,650.00
Piya Mukherjee	32.5	\$750.00	\$24,375.00
Kyle Nordrehaug	35.15	\$950.00	\$33,392.50
Andrew Ronan	1.2	\$550.00	\$660.00
Gerardo Galaviz	3.0	\$250.00	\$750.00

Quantity Total	213.35
Subtotal	\$177,249.22
Total	\$177,249.22

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	06/07/2025	\$177,249.22	\$0.00	\$177,249.22
Outstanding Balance				\$177,249.22
Total Amount Outstanding				\$177,249.22

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

JAYMIE SALINAS and GLORIA ZAMORA,
individually, on behalf of themselves and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

HOMEFIRST SERVICES OF SANTA CLARA
COUNTY, a California Non-Profit Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV418047

**DECLARATION OF JAYMIE
SALINAS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: December 5, 2024

Hearing Time: 1:30 PM

Judge: Honorable Charles F. Adams

Dept: 7

Date Filed: June 27, 2023

Trial Date: Not set

1 I, Jaymie Salinas, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a Peer Specialist for the Defendant Homefirst Service
10 of Santa Clara County ("Homefirst" or "Defendant") in California and during that time period I
11 was classified by Homefirst as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I received non-discretionary compensation from time to time, such as bonuses, but these
24 payments during certain pay periods when I worked overtime were not factored into my regular
25 rate. I was underpaid overtime as a result. As another example, I often did not receive compliant
26 meal and rest breaks which were late, interrupted or missed entirely. I also did not receive all the
27

1 meal and rest break premiums I was entitled to and when I did receive premium payments they
2 were often an incorrect amount. As to rest breaks in particular, Homefirst had a policy that did
3 not permit me to leave the premises during my rest break. Additionally, I was required to use my
4 personal cellular phone for company business without reimbursement by Homefirst. I was also
5 required to work off the clock at times, after hours for example, but I was not paid any wages for
6 this time I worked for the company.
7

8 6. I spoke to my attorneys several times and discussed how Homefirst implemented its
9 company policies and procedures. I also assisted my attorneys in their investigation into my
10 claims by providing them documents and answering their questions. I reviewed the complaint
11 before it was filed and after it was filed I was given access to an electronic file sharing program
12 that alerted me via email when important documents were filed so that I could review them and
13 keep up with the developments in the case which I understood was one of my duties as a class
14 representative. I would also contact my attorneys from time to time if I had any questions about
15 the case.
16

17 7. Even though this action is in the process of settling, I was and remain prepared to
18 perform all the duties of a class representative. I understand that as a class representative I have
19 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
20 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
21 benefit of the class members and surrender any right to compromise the group action for an
22 individual gain.
23

24 8. I understood that being a plaintiff/class representative in this case meant that I was
25 seeking damages not only for myself but also other current and/or former non-exempt employees
26 working for Homefirst in California who make up the class. I felt that these individuals were not
27

1 aware of their labor law rights and even if they were they would probably be apprehensive about
2 speaking up or even simply because of the time, effort and risk involved in filing a class action
3 lawsuit.

4
5 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
6 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
7 or part of the attorney fees and costs paid by Homefirst to defend this lawsuit. Also, I knew
8 there was a risk that future employers, if they ever find out about this lawsuit, could hold it
9 against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this case
10 it would not be difficult for a future employer to become aware that I sued my employer for labor
11 law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights
12 and the rights of others regardless of the risks, time and effort I spent on this case.

13
14 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
15 to date on important developments by reviewing court filings that were made available to me
16 electronically as I described above.

17 11. A mediation took place on March 7, 2024 with Gig Kyriacou, a well-respected and
18 experienced mediator of wage and hour class actions. After the mediation the parties were able
19 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
20 of the settlement which was reached between the parties and understood that I was representing
21 absent class members and therefore wanted the best possible result to be obtained for the class
22 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
23 signed the Memorandum of Understanding on March 13, 2024 and when the final settlement
24 papers were ready, I closely reviewed the Settlement Agreement which I signed on August 25,
25 2024.
26

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

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

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

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

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Defendant's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Oct 18, 2024, at Hollister, CA.
(city, state)

Jaymie Salinas
Jaymie Salinas (Oct 18, 2024 11:09 PDT)

Jaymie Salinas

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

JAYMIE SALINAS and GLORIA ZAMORA,
individually, on behalf of themselves and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

HOMEFIRST SERVICES OF SANTA CLARA
COUNTY, a California Non-Profit Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV418047

**DECLARATION OF GLORIA
ZAMORA IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: December 5, 2024

Hearing Time: 1:30 PM

Judge: Honorable Charles F. Adams

Dept: 7

Date Filed: June 27, 2023

Trial Date: Not set

1 I, Gloria Zamora, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a Human Resources Assistant/ Recruiter for the
10 Defendant Homefirst Service of Santa Clara County, Inc. ("Homefirst" or "Defendant") in
11 California and during that time period I was classified by Homefirst as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, I
23 received non-discretionary compensation from time to time, such as bonuses, but these payments
24 during certain pay periods when I worked overtime were not factored into my regular rate. I was
25 underpaid overtime as a result. As another example, I often did not receive compliant meal and
26 rest breaks which were late, interrupted or missed entirely. I also did not receive all the meal and
27 rest break premiums I was entitled to and when I did receive premium payments they were often
28

1 an incorrect amount. As to rest breaks in particular, Homefirst had a policy that did not permit
2 me to leave the premises during my rest break. Additionally, I was required to use my personal
3 cellular phone for company business without reimbursement by Homefirst. I was also required to
4 work off the clock at times, after hours for example, but I was not paid any wages for this time I
5 worked for the company.
6

7 6. I spoke to my attorneys several times and discussed how Homefirst implemented
8 its company policies and procedures. I also assisted my attorneys in their investigation into my
9 claims by providing them documents and answering their questions. I reviewed the amended
10 complaint before it was filed and after it was filed, I was given access to an electronic file
11 sharing program that alerted me via email when important documents were filed so that I could
12 review them and keep up with the developments in the case which I understood was one of my
13 duties as a class representative. I would also contact my attorneys from time to time if I had any
14 questions about the case.
15

16 7. Even though this action is in the process of settling, I was and remain prepared to
17 perform all the duties of a class representative. I understand that as a class representative I have
18 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
19 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
20 benefit of the class members and surrender any right to compromise the group action for an
21 individual gain.
22

23 8. I understood that being a plaintiff/class representative in this case meant that I was
24 seeking damages not only for myself but also other current and/or former non-exempt employees
25 working for Homefirst in California who make up the class. I felt that these individuals were not
26 aware of their labor law rights and even if they were they would probably be apprehensive about
27 speaking up or even simply because of the time, effort and risk involved in filing a class action
28

lawsuit.

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

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

11. A mediation took place on March 7, 2024 with Gig Kyriacou, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to reach an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on March 13, 2024 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on August 26, 2024.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in

1 the settlement process. I estimate that I spent approximately 20-30 hours working on this case
2 up until this point. I believe I have been diligent and have done what is expected of a named
3 plaintiff and a proposed class representative to date and will continue to do so. I have and always
4 will maintain the best interests of the class members.

5
6 13. My attorneys explained to me that the settlement process involves a two-step review by
7 the Court to determine whether the settlement is fair before approving the settlement. I know
8 this process also involves notifying all class members of the settlement terms and of their rights
9 to make a claim for their settlement share, to opt out of the settlement or to object to the
10 settlement.

11
12 14. I believe I did the right thing by filing this case on behalf of the class members who,
13 subject to court approval, are in line to receive monetary payments as a result of this case and
14 settlement. This is money they may never have ever gotten if I did not pursue this action on their
15 behalf. I feel significant personal satisfaction to know that I played a role in the class members
16 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
17 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
18 compensation for the work I performed and the risks I undertook.

19
20 15. As part of the settlement, it was necessary for me to sign a general release of all claims
21 I may have against Homefirst. I believe the Class Representative Service Payment I have
22 requested provides me with some compensation for this agreed release.

23
24 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
25 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
26 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
27 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
28 Class Representative service payment is fair and reasonable.

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

3 Executed on Sep 26, 2024, at San Jose
4 (city, state)

5
6 
Gloria Zamora (Sep 26, 2024 09:27 PDT)
7 Gloria Zamora