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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

AMY GORDON, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SUMMIT MEDICAL STAFFING LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **30-2025-01468470-CU-OE-CXC**

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

Hearing Date: July 24, 2026
Hearing Time: 9:00 a.m.
[Hearing scheduled by Order dated January 30,
2026]

Judge: Hon. William Claster
Dept.: CX101

Action Filed: April 17, 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 Plaintiff Amy Gordon ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

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

1 Medical Staffing LLC (“Defendant”) reached a full and final settlement of the above-captioned action,
2 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 Summit Medical Staffing LLC
4 (“Defendant”) is Three Hundred Twenty-Five Thousand Dollars (\$325,000) (Agreement at ¶¶ 1.22 and
5 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment
6 of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment
7 and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class
8 Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment. (Agreement at
9 ¶ 1.22.)

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

13 (c) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
14 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than
15 fourteen (14) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class
16 Payments to Participating Class Members along with the other Court-approved distributions shall be
17 made by the Administrator fourteen (14) days after the Effective Date. (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 (called the “Net Settlement Amount”) shall be allocated to Class
22 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
23 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
24 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
25 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
26 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant’s records,
27 however, Class Members can challenge their number of Workweeks. (Agreement at ¶ 8.6.)

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. See Declaration of
3 Madely Nava ("Nava Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude
4 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex.
5 A.) Nava Decl. ¶ 10-11, Exh. A. No Class Member objected and no Class Members submitted a request
6 for exclusion. Nava Decl. ¶ 11-12. Therefore, all Class Members (100%) are deemed Participating Class
7 Members who are bound by the Settlement and will be entitled to receive a Settlement Share.
8 (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will
9 be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released
10 PAGA Claims. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members
11 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
12 Ex. A.)

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

18 (g) Apex Class Action LLC was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
20 administration in an amount not to exceed \$15,000. (Agreement at ¶ 3.2(c).) As set forth in the Nava
21 Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date, as well
22 as anticipated fees and costs for completion of the settlement administration, are \$6,750.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
26 Counsel Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).)
27 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff
28 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for

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

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

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
13 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
14 Settlement valued at \$325,000 is an excellent result for the Class. This result is particularly favorable
15 in light of the fact that liability and class certification in this case were far from certain in light of the
16 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated January 30, 2026 ("Preliminary Approval Order"), the approved Class Notice has been
22 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
23 On April 6, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members,
24 which provided each class member with the terms of the Settlement, including notice of the claims at
25 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
26 were being sought, how individual settlement awards would be calculated, and the specific, estimated
27 payment amount to that individual. See Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the
28 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.

1 Significantly, there have been no objections and no requests to opt-out. Nava Decl. ¶¶ 11-12. As such,
2 the entire Class (100%) will participate in the Settlement and will be sent a settlement check. *See* Nava
3 Decl. at ¶¶ 13-14.

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

13
14 6. Procedural History of the Litigation

15 (a) On February 13, 2023, Plaintiff filed with the LWDA and served on Defendant a notice under
16 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
17 behalf of Aggrieved Employees for various Labor Code violations ("PAGA Notice"). The PAGA Notice
18 alleged violations of California Labor Code §§ 210, 221, 226(a), 226.7, 227.3, 246, 510, 512,
19 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
20 Subdivision 5(A)-(B), and California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide
21 Seating), California Code of Regulations, Title 8, Section 11070(15) (Temperature), and violation of the
22 applicable Industrial Welfare Commission Wage Order(s), and included a copy of the draft complaint.

23 (b) **Class Action**: On April 17, 2023, Plaintiff filed a Class Action Complaint against Defendant
24 in the Superior Court of the State of California, County of Orange (the "Class Action"). Plaintiff's Class
25 Action complaint asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus
26 & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code
27 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§
28 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7

1 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512;
2 (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7)
3 failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (8)
4 failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9)
5 failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246. **PAGA**
6 **Action**: On July 21, 2023, Plaintiff filed a Representative Action Complaint alleging a single cause of
7 action against Defendant for recovery of civil penalties for violation of Private Attorney General Act,
8 Cal. Labor Code §§ 2698, et seq. ("PAGA") in the Superior Court of the State of California, County of
9 Monterey ("PAGA Action"). On February 15, 2024, Plaintiff filed a Request for Dismissal of the PAGA
10 Action without prejudice which was granted on February 16, 2024.

11 (c) On January 16, 2024, Plaintiff filed a First Amended Consolidated and Representative Action
12 Complaint seeking to add the PAGA claims to this Action. The First Amended Consolidated and
13 Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

14 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
15 informal discovery, the production of documents, class data, and other information, allowing for the full
16 and complete analysis of liabilities and defenses to the claims in the Action. Plaintiff's investigation
17 included the production and analysis of hundreds of pages of documents and data. The information for
18 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data for the Class and
19 time punch data for the Class covering 60 employees, 7,735 shifts and 2,506 workweeks (3) Defendant's
20 wage and hour policies; (4) the employment file for the Plaintiff; and, (5) samples of wage statements
21 provided by Defendant. As such, Class Counsel received the data and information for the Class, which
22 was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

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

1 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
2 to mediation, the Parties engaged in the above investigation and the exchange of documents and
3 information in connection with the Action. On October 30, 2024, the Parties participated in an all-day
4 mediation presided over by Tagore Subramanian, a respected and experienced mediator of wage and hour
5 representative and class actions. Following the mediation, the Parties agreed on the basic terms of a
6 settlement pursuant to a mediator's proposal which was memorialized in the form of a Memorandum of
7 Understanding. The Parties then negotiated the final terms of the settlement as set forth in the
8 Agreement. At all times, the negotiations were arm's length and contentious.

9 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
10 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
11 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
12 among other things, that it has complied at all times with the California Labor Code, applicable Wage
13 Order, and all other laws and regulations. Further, Defendant contends that class certification is
14 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
15 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
16 certification on the basis that the claims meet the requisites for class certification. Without admitting that
17 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
18 purposes only. (Agreement at ¶ 2.12.) The Parties agree that certification for settlement purposes is not
19 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
20 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
21 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
22 with respect to the Class are satisfied.

23 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
24 discovery was performed along with the production of hundreds of pages of relevant documents and data.
25 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the
26 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
27 sufficient information to make an informed judgment regarding the likelihood of success on the merits
28 and the results that could be obtained through further litigation. In addition, Class Counsel previously

1 negotiated settlements with other employers in actions involving nearly identical issues and analogous
2 defenses. Based on the foregoing data and their own independent investigation, evaluation and
3 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
4 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
5 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
6 potential appellate issues.

7

8 7. History of Settlement Discussions

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

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

23 (c) From November 2024 to October 2025, the initial settlement agreement and exhibits
24 thereto were finalized and executed. The Parties then revised the initial settlement agreement to address
25 certain issues raised by the Court in its December 12, 2025 tentative ruling, and the Agreement was fully
26 executed on January 20, 2026. On January 30, 2026, the Court issued its Order granting preliminary
27 approved of the settlement as fair, adequate, and reasonable to the Class.

28 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In

1 my judgment as experienced Class Counsel, this Settlement should be finally approved.

2
3 8. The outcome of this case would have been uncertain and fraught with risks.

4 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
5 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
6 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
7 work time was properly recorded. Defendant contended that its meal and rest period policies fully
8 complied with California law and Defendant did not fail to provide the opportunity for legally required
9 meal and rest breaks. Defendant contended that there was no failure to pay for business expenses, and
10 that any cell phone usage was merely convenient and voluntary such that reimbursement was not legally
11 required. Defendant further contended that it paid employees for all wages owed at the proper rate and
12 provided suitable seating in accordance with the law. Finally, Defendant could argue that the Supreme
13 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on
14 liability, value, and class certifiability as to the meal and rest period claims. Defendant also argued that
15 based on its facially lawful practices, Defendant acted in good faith and without willfulness, which if
16 accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g.
17 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and
18 in good faith believed it was providing a complete and accurate wage statement in compliance with the
19 requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage
20 statement law.") If successful, Defendant's defenses could eliminate or substantially reduce any recovery
21 to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these
22 defenses have merit and therefore present a serious risk to recovery by the Class.

23 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
24 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
25 of any other employees. At the time of the mediation, Defendant forcefully opposed the propriety of
26 class certification, arguing that individual issues precluded class certification. Further, as demonstrated
27 by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014),
28 there are significant hurdles to overcome for a class-wide recovery even where the class has been

1 certified. While other cases have approved class certification in wage and hour claims, class certification
2 in this action was hotly disputed and the maintenance of a certified class through trial was by no means
3 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. Plaintiff and Class Counsel recognize the expense
10 and length of a trial against Defendant through possible appeals which could take at least another two
11 or 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
19 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary
20 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
21 favorably to the value of the claims. Based upon 147 Class Members who collectively worked 4,314
22 weeks (Nava Decl., at ¶¶ 14-16), the Gross Settlement Amount provides an average value of \$2,210 per
23 Class Member and \$75 per week and after deductions the Net Settlement Amount provides an average
24 recovery of \$1,019.84 per Class Member and a recovery of \$32.75 per week. The maximum potential
25 damages as calculated by Plaintiff's expert were calculated to be \$21,063 for the alleged unpaid wages
26 due to rounding, \$470,499 for the alleged unpaid wages due to off-the-clock work based upon 1 hour per
27 week, \$896,001 for alleged meal period damages based upon a potential 90.6% violation rate observed
28 in the time records, \$896,001 for alleged rest period damages based upon the same potential 90.6%

1 violation rate observed for meal periods, and \$9,265 for alleged unreimbursed business expenses for
2 personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that
3 Defendant was subject to a maximum damage claim in the amount of \$2,292,829. As to potential
4 penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$2,628,363, and
5 potential wage statement penalties were \$228,400. Defendant vigorously disputed Plaintiff's calculations
6 and exposure theories. Consequently, the Gross Settlement Amount of \$325,000 represents more than
7 14% of the maximum value of the alleged damages at issue in this case at the time this Settlement was
8 negotiated.¹ Importantly, the recent decision that good faith belief of compliance by the employer in
9 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims
10 for waiting time and wage statement penalties, even if wages were owed to the Class. The above
11 maximum calculations should then be adjusted in consideration for both the risk of class certification and
12 the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared
13 to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair
14 and reasonable.² Clearly, the goal of this litigation has been met.

15 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
16 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
17 defenses both to liability and to class certification. The maximum and average class member allocations
18

19
20 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
21 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
22 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
23 at ¶ 33.

24 ² See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy
v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval
of a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral
v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

(in addition to their Individual PAGA Payment) are \$114.84 and \$21.37, respectively. *See* Nava Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD

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

(a) Class Counsel successfully negotiated a class action settlement which provides for a common fund settlement to be paid by Defendant to the Class in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

1 counsel for each of the parties as part of the Settlement.

2
3 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
4 Created for the Benefit of the Class

5 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
6 of the Gross Settlement Amount of \$325,000 which equals \$108,333 for attorneys' fees. As part of the
7 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
8 incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000. Finally, Defendant
9 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
10 \$10,000, as her service awards under the Agreement.

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

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

27 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
28 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee

1 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
2 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
3 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
4 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
5 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
6 multiplier approved in other cases.

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

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

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

22 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
23 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
24 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
25 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
26 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
27 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
28 Counsel advanced more than \$24,000 in costs which could not have been recovered if this case had been

1 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
2 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
3 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
4 Plaintiff also support the requested awards.

5 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
6 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
7 one-third equal to \$108,333 is also established by reference to Class Counsel's lodestar in this matter.
8 **The contemporaneous billing records for Class Counsel evidence that through June 23, 2026, Class**
9 **Counsel's total lodestar is \$147,938.75, with significant additional fees still to be incurred to**
10 **complete final approval and the settlement process.** The requested fee award is therefore currently
11 equivalent to Class Counsel's total lodestar with a negative multiplier of 0.7, and there will be additional
12 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
13 distribution and reports. Such a negative multiplier is well below the range of positive multipliers
14 approved in other cases such as *Laffitte* and *Vizcaino*.³ As evidenced by the billing, Class Counsel's work
15 was efficiently performed and highly successful, and Class Counsel should not be punished for efficient
16 and successful litigation. As a result, this Court may conclude that the requested award is fair and
17 reasonable and is justified under California law.

18 (j) Counsel retained on a contingency fee basis, whether in private matters or in
19 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
20 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
21 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true

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

1 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed,
2 if counsel is not adequately compensated for the risks inherent in difficult class actions, competent
3 attorneys will be discouraged from prosecuting similar cases.

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

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

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

6 12. **The contemporaneous billing records for Class Counsel evidence that through June**
7 **29, 2026, Class Counsel’s total lodestar is \$147,938.75, with significant additional fees still to be**
8 **incurred to complete final approval and the settlement process.** From April 13, 2023 to June 29,
9 2026, my firm worked on this matter for over 234 hours, with hourly rates for attorneys ranging from
10 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$147,938.75. The
11 requested fee award is therefore currently equivalent to Class Counsel’s total lodestar with a negative
12 multiplier of 0.7, and there will be additional lodestar incurred by Class Counsel to complete the
13 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
14 fees and the services performed by the firm on this case is attached hereto as Exhibit #3, which is a true
15 and correct copy of my firm’s billing statement for this matter. In addition, Class Counsel will be
16 performing significant additional work that is not included in this lodestar amount, including finalizing
17 the final approval motion, attending the hearing on final approval, and monitoring completion of the
18 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
19 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
20 community for similar work and, if this were a commercial matter, these are the charges that would be
21 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
22 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
23 Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court’s
24 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
25 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear
26 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
27 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
28 comparing such rates with the rates of comparable counsel practicing complex and class litigation as

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

16 17 Litigation Expenses

18 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
19 Counsel Litigation Expenses Payment of not more than \$40,000.” Class Counsel requests reimbursement
20 for incurred litigation expenses and costs in the amount of \$24,797.88. Class Counsel have incurred
21 \$24,797.88 based upon counsel’s billing records. These litigation expenses include the expenses incurred
22 for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges
23 (Knox, OneLegal), all of which are costs normally billed to and paid by the client.⁴ The details of the
24 litigation expenses incurred are set forth in Exhibit #3. These costs were reasonably incurred in the

25
26 ⁴ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 prosecution of the Action.

2
3 Service Award

4 14. For her service as the sole class representative, Plaintiff should be awarded the agreed
5 service award of \$10,000 in accordance with the Agreement for her time, risk and effort expended on
6 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
7 payment and there have been no objections to the requested service award. The Plaintiff's declaration
8 in support of this request is attached hereto as Exhibit #5. As the only representative of the Class,
9 Plaintiff performed her duties to the Class admirably and without exception. Plaintiff worked extensively
10 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
11 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
12 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
13 class release. The Plaintiff's declaration details the involvement, stress and risks she undertook as a
14 result of this Action. Plaintiff also assumed the serious risk that she might possibly be liable for costs
15 and fees to Defendant, as well as the reputational risk of being "blacklisted" by other future employers
16 for having filed a class action on behalf of fellow former employees. Without the Plaintiff's participation,
17 cooperation and information, no other employees would be receiving any benefit. The payment of
18 service awards to successful class representatives is appropriate and the amount of \$10,000 is well within
19 the currently awarded range for similar settlements. The requested award is also reasonable by reference
20 to the amounts that other California courts have found to be reasonable in wage and hour class action
21 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
22 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
23 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
24 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
25 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
26 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
27 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
28 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.

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

EXHIBIT #1

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FIRM RESUME

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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

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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

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Admitted: 2006, California

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

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

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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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

Justin Hewgill

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

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 Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil

Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of

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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; Leševic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 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. HyOLang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007;

Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240;
Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-
2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No.
RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-
102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973;
Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-
01164932-CU-OE-CXC

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Amy Gordon (“Plaintiff”) and defendant Summit Medical Staffing LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Amy Gordon v. Summit Medical Staffing LLC*, Case No. 30-2025-01468470-CU-OE-CXC, initiated on April 17, 2023 and currently pending in Superior Court of the State of California, County of Orange County.
- 1.2. “Administrator” means Apex Class Action LLC the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Summit Medical Staffing, LLC who were classified as non-exempt in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant Summit Medical Staffing, LLC who were classified as non-exempt in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Andrew G. Ronan, Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance

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

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, 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 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 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 along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from April 17, 2019 through December 30, 2024.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Orange County.
- 1.17. “Defendant” means Summit Medical Staffing, LLC.
- 1.18. “Defense Counsel means Karin M. Cogbill and Isabella L. Shin of Jackson Lewis P.C.

- 1.19. “Effective Date” means sixty (60) days after 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 Three Hundred Twenty-Five Thousand Dollars (\$325,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual 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 February 13, 2022 through December 30, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s February 13, 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 (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Amy Gordon, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period, including: (1) unfair competition in violation of Business and Professions Code sections 17200 *et seq.*, (2) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1, (3) failure to pay overtime wages in violation of Labor Code section 510, (4) failure to provide meal periods in violation of sections 226.7 and 512, (5) failure to provide rest periods in violation of sections 226.7 and 512, (6) failure to provide accurate itemized wage statements in violation of Labor Code

section 226, (7) failure to reimburse employees for necessary business expenses in violation of Labor Code section 2802, (8) failure to timely pay wages when due in violation of Labor Code sections 201-204, (9) failure to pay sick pay wages in violation of Labor Code sections 201-204, 210, 233, 246, and 246.5, (10) unlawful deductions in violation of Labor Code section 221, and (11) failure to provide suitable seating in violation of Labor Code section 1198. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.39. "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, including: PAGA claims based on the following Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, section 11040, section 1 1070, and the applicable Industrial Welfare Commission Wage Orders, and PAGA claims based on failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide accurate itemized wage statements, failure to reimburse employees for necessary business expenses, failure to timely pay wages when due, failure to pay sick pay wages, unlawful deductions, failure to pay vacation wages, failure to provide suitable seating, failure to pay reporting time pay, failure to keep required records, and failure to regulate the internal temperatures of work environments. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant and all of its present and former parent companies, subsidiaries, divisions, members, or joint ventures, and their shareholders, officers, directors, employees, agents, attorneys (including, Defendant's counsel of record in the Actions), insurers, successors and assigns, and any other individual or entity that could be liable for any of the claims released through this Settlement.
- 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) days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days beyond the Response Deadline has expired.

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

1.44. “Workweek” means any 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 April 17, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Monterey. Plaintiff’s Complaint asserted claims that Defendant:

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

2.2. On July 21, 2023, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Orange (“PAGA Action”).

2.3. On February 15, 2024, Plaintiff filed a Request for Dismissal of the PAGA Action without prejudice which was granted on February 16, 2024.

2.4. On January 16, 2024, Plaintiff filed a First Amended Consolidated and Representative Action Complaint seeking to add the PAGA claims to this Action.

2.5. The First Amended Consolidated and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).

- 2.6. On September 5, 2024, the Parties filed a Stipulation to Transfer Venue to the Superior Court for the County of Orange seeking to transfer this Action.
- 2.7. On September 9, 2024, the Superior Court for the County of Monterey issued an Order to Transfer Venue to Superior Court for the County of Orange.
- 2.8. On March 24, 2025, the Superior Court for the County of Orange issued a Notice of Transfer, Reclassification and/or Consolidation and assigned the Case No. 30-2025-01468470-CU-OE-CXC to this Action.
- 2.9. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.10. On October 30, 2024, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.11. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.12. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.13. 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 \$325,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (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 \$108,333, and a Class Counsel Litigation Expenses Payment of not more than \$40,000 as documented in Class Counsel's respective billing statements. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees

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

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$15,000 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 \$15,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class

Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 150 Members who collectively worked a total of 6,486 Workweeks, and 128 Aggrieved Employees who worked a total of 4,560 PAGA Pay Periods at the time of mediation on October 30, 2024.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to 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. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) court days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class

Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiff's Release. In addition to the Release by Participating Class Members (of which Plaintiff will be a member), Plaintiff also releases and discharges Released Parties from all claims, transactions, or occurrences related to her employment with Defendant, including the cessation of her employment. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

6.3. Release of PAGA Claims. All 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.

6.4. Plaintiff's Responsibilities. Plaintiff shall comply with all statutory requirements for settling PAGA actions under the California Labor Code.

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

7.1. Defendant's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendant will disclose all facts relevant to any actual or potential conflicts of interest with the Administrator. Prior to Plaintiff filing a Motion for Preliminary

Approval, Defendant shall provide all class information sufficient for Plaintiff to determine if the Escalator Clause set forth in section 9 of this Agreement has been triggered and shall represent 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. Plaintiff's Responsibilities. Not later than five (5) business days prior to filing the Motion for Preliminary Approval, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material

change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice 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; providing declarations as required by the Court; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form

attached to this Agreement as Exhibit A. The font size in the actual notice may not be smaller than the font size in the proposed notice provided to the Court as Exhibit A hereto. 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. The Class Notice will also include information on how to opt-out of the settlement, how to object to the settlement, and how to dispute the number of estimated weeks worked. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her legal 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 of 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. Class Members may not opt-out of the PAGA Release of Claims. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

and the resolution of the dispute(s), appropriately redacted to remove personal identifying information. Although the Administrator shall make the initial decision regarding claim disputes, the Court may review any decision(s) made by the Administrator regarding a claim dispute.

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names

and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and only the names of the Class Members who have submitted a Request for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by randomized identification numbers assigned by the Administrator only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** If the actual number of Workweeks during the Class Period increases by more than ten (10) percent over 6,486, Defendant shall have the option of increasing the Gross Settlement Amount by the percentage increase over ten (10) percent or ending the Class Period on the date on which the class workweek count reaches 7,135.
- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five (5) percent of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)

addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available

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

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the

final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To 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:

Karin M. Cogbill
Isabella L. Shin
Jackson Lewis P.C.
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
Email: Karin.Cogbill@jacksonlewis.com
Isabella.Shin@jacksonlewis.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be continued to 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 October 30, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 01/19/2026



Amy Gordon (Jan 19, 2026 12:24:07 PST)
Plaintiff Amy Gordon

Dated: _____

Cheree Watts,
For Defendant Summit Medical Staffing LLC

Dated: 1/19/26



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Karin M. Cogbill
Isabella L. Shin
Jackson Lewis P.C.
Attorney for Defendant

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.

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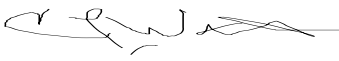
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Amy Gordon

Dated: 1.20.2026

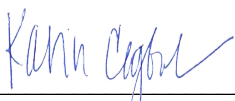


Cheree Watts,
For Defendant Summit Medical Staffing LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 1/20/2026



Karin M. Cogbill
Isabella L. Shin
Jackson Lewis P.C.
Attorney for Defendant

EXHIBIT A

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

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

Gordon vs. Summit Medical Staffing LLC
Superior Court of the State of California, County of Orange
Case No. 30-2025-01468470-CU-OE-CXC

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals who were employed by Defendant Summit Medical Staffing, LLC who were classified as non-exempt in the State of California at any time during the Class Period, (April 17, 2019 through December 30, 2024), and all individuals who are or previously were employed by Summit Medical Staffing, LLC who were classified as non-exempt in the State of California at any time during the PAGA Period (February 13, 2022 through December 30, 2024).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action, *Gordon vs. Summit Medical Staffing LLC*, Superior Court of the State of California, County of Orange, Case No. 30-2025-01468470-CU-OE-CXC (“Action”). Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement (“Class Settlement”). If you are an Aggrieved Employee and exclude yourself from the Class Settlement, 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 from the Class Settlement. Instructions on how to request exclusion from the Class Settlement are set forth in Section 7 below.
Object The Response Deadline is _____.	If you do not agree with the settlement, you may write to the Administrator and/or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at 9:00 a.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster in Department CX101.

Directions regarding Objections are provided in Section 8 below.
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The records of Defendant Summit Medical Staffing, LLC (“Defendant”) show that you worked for Defendant as an hourly, non-exempt employee in the State of California at some time during the period from April 17, 2019 through December 30, 2024 (“Class Period”), and therefore, you may be a member of the proposed class in the settlement of the Action. The purpose of this Notice of Class and Representative Action Settlement (“Notice”) is to describe the Action and the settlement, and to inform you of your rights and options in connection with the settlement.

THE COURT HAS NOT DETERMINED THAT DEFENDANT HAS VIOLATED THE LAW. DEFENDANT DENIES THAT IT VIOLATED ANY LAWS OR THAT IT HARMED ITS EMPLOYEES IN ANY WAY. IT IS SETTLING THIS LAWSUIT TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

As a Class Member, you are eligible to receive a payment under the settlement, and unless you timely submit a written request for exclusion, you will be bound by the release of claims described in this Notice.

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

1. Why did I receive this Class Notice?

On April 17, 2023 Plaintiff Amy Gordon (“Plaintiff”) filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Monterey which was then transferred to the Superior Court for the County of Orange by Order dated September 4, 2024. (the “Class Action”). The Class Action 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, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick pay wages.

Separately, July 21, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Orange (the “PAGA Action”). Plaintiffs’ Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), California Code of Regulations, Title 8, Section 1 1070(15) (Temperature) and violation of applicable Industrial Welfare Commission Wage Order(s).

On January 16, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint in the Class Action that contained all parties and claims originally filed in the PAGA Action. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). On February 15, 2024, Plaintiff filed a Request for Dismissal in the PAGA Action without prejudice which was granted on February 16, 2024.

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class and representative action settlement (“Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (“Court”) has been reached between Plaintiff and Defendant. The Honorable William D. Claster has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties' First Amended Class Action and PAGA Settlement Agreement ("Agreement").

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement. The Class means the Class Members and the Aggrieved Employees. The Class Period collectively means the applicable Class Period and PAGA Period.

The Aggrieved Employees are defined as:

All individuals who are or previously were employed by Summit Medical Staffing, LLC who were classified as non-exempt in the State of California at any time during the PAGA Period.

The PAGA Period is February 13, 2022 through December 30, 2024.

The Class is defined as:

All individuals who were employed by Defendant Summit Medical Staffing, LLC who were classified as non-exempt in the State of California at any time during the Class Period.

The Class Period is April 17, 2019 through December 30, 2024.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and, (9) failure to pay sick pay wages. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") for civil penalties based upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiffs' class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiffs' claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or

Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual PAGA Payments are made to Class Members who do **not** submit a valid and timely Request for Exclusion (“Participating Class Members”):

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$15,000, for expenses, administering the Settlement, including notifying the Class Members of the Settlement, distributing both Individual Class Payments and Individual PAGA Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$108,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$40,000. Class Counsel has been prosecuting these claims on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payment.* Class Representative Service Payment in an amount not to exceed \$10,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiff undertook.
- *PAGA Penalties.* A payment of \$10,000 relating to the claim for penalties under PAGA, 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the “Individual PAGA Payments” to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$10,000) 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.
 - The “PAGA Period” is February 13, 2022 through December 30, 2024.
 - “Aggrieved Employees” means all individuals who are or previously were employed by Summit Medical Staffing, LLC who were classified as non-exempt in the State of California at any time during the PAGA Period.

- As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties as set forth below.

Calculation of Payments to Class Members (“Individual PAGA Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. 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. Individual Class Payments distributed to the Class Members will be made on a *pro rata* basis, derived from the number of Workweeks worked during the Class Period, while Individual PAGA Payments distributed to the Aggrieved Employees will be made on a *pro rata* basis, derived from the number of pay periods worked during the PAGA Period. “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. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of Workweeks and/or PAGA Pay Periods will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks and/or PAGA Pay Periods as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual PAGA Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period, including (1) unfair competition in violation of Business and Professions Code sections 17200 *et seq.*, (2) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1, (3) failure to pay overtime wages in violation of Labor Code section 510, (4) failure to provide meal periods in violation of sections 226.7 and 512, (5) failure to provide rest periods in violation of sections 226.7 and 512, (6) failure to provide accurate itemized wage statements in violation of Labor Code section 226, (7) failure to reimburse employees for necessary business expenses in violation of Labor Code section 2802, (8) failure to timely pay wages when due in violation of Labor Code sections 201-204, (9) failure to pay sick pay wages in violation of Labor Code sections 201-204, 210, 233, 246, and 246.5, (10) unlawful deductions in violation of Labor Code section 221, and (11) failure to provide suitable seating in violation of Labor Code section 1198. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “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, including PAGA claims based on the following Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, section 11040, section 1 1070, and the applicable Industrial Welfare Commission Wage Orders, and PAGA claims based on failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide accurate itemized wage statements, failure to reimburse employees for necessary business expenses, failure to timely pay wages when due, failure to pay sick pay wages, failure to provide suitable seating, failure to pay reporting time pay, failure to keep required records, and failure to regulate the internal temperatures of work environments. The Released PAGA Claims do not include underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

“Released Parties” collectively means: Defendant, and all of its present and former parent companies, subsidiaries, divisions, members, or joint ventures, and their shareholders, officers, directors, employees, agents, attorneys (including, Defendant’s counsel of record in the Actions), insurers, successors and assigns, and any other individual or entity that could be liable for any of the claims released through this Settlement.

5. How much will my payment be?

Defendant’s records reflect that you have << _____ >> Workweeks during the Class Period (April 17, 2019 through December 30, 2024) and/or << _____ >> PAGA Pay Periods during the PAGA Period (February 13, 2022 through December 30, 2024).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is << _____ >>.

[if applicable - In addition, your 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 with an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator (which the Court may review). A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member’s Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue. One hundred percent (100%) of the Individual PAGA Payments for Aggrieved

Employees shall be allocated to penalties and not subject to wage withholdings. An IRS Form 1099 will be issued for these payments.

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 and each Aggrieved Employee are unique to him/her, and each Participating Class Member/Aggrieved Employee may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Participating Class Members/Aggrieved Employees assume full responsibility and liability for any taxes owed on any payments received.

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, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately four months after final approval. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion and even if they do not cash their check.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty 60 days after the mailing of the Class Notice with an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Gordon vs. Summit Medical Staffing LLC* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, email address, and the name and number of the case, which is *Gordon vs. Summit Medical Staffing LLC*, Case No. 30-2025-01468470-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state (1) the Class Member's full name, current address, last four digits of his or her Social Security number, and signature; and (2) the name and number of the case, which is *Gordon vs. Summit Medical Staffing LLC*, in the Superior Court of the State of California, County of Orange, Case No. 30-2025-01468470-CU-OE-CXC.

All written objections must be mailed to the Administrator at _____, postmarked no later than the Response Deadline of _____ [sixty 60 days after the mailing of the Class Notice with an additional 14 days in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Karin M. Cogbill
Isabella L. Shin
Jackson Lewis P.C.
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
Email:
Karin.Cogbill@jacksonlewis.com
Isabella.Shin@jacksonlewis.com

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on _____, in Department CX101 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court

without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

13. How do I get more information about the Settlement?

You may contact the Administrator using the information below. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other key documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2025-01468470-CU-OE-CXC.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator shall transmit the uncashed funds 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(b).
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Gordon v. Summit Medical Staffing LLC
Superior Court of the State of California, County of Orange
Case No. 30-2025-01468470-CU-OE-CXC

If you want to receive an Individual Class Payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will **not** receive any money from the proposed Class Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs; (2) I will not be bound by the class portion of the proposed Class Settlement (Released Class Claims) and will only be bound by the release of the Released PAGA Claims, for which there is no exclusion option; and (3) I will not have any right to object to the proposed Settlement.

**THIS EXCLUSION FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR
MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED,
NO LATER THAN [INSERT DATE] TO:**

Gordon v. Summit Medical Staffing LLC Administrator
c/o Apex Class Action LLC

address

Fax:

Email:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

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

(Sign your name here)

Date

DISPUTE FORM

Gordon v. Summit Medical Staffing LLC
Superior Court of the State of California, County of Orange
Case No. 30-2025-01468470-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

According to Defendant Summit Medical Staffing's ("Defendant") records, you were employed and classified as a non-exempt employee in the State of California during the Class Period, (April 17, 2019 through December 30, 2024) ("Class Members"), AND/OR, were employed by Defendant in California and classified as non-exempt in the State of California during the PAGA Period (February 13, 2022 through December 30, 2024) ("Aggrieved Employees").

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the applicable Class Period based on Defendant's records, as set forth below and in the Class Notice you received. "Workweek" means any pay period during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

The amount of your estimated PAGA Penalties is based upon the number of PAGA Pay Periods you worked during the applicable PAGA Period based on Defendant's records, as set forth below and in the Class Notice you received. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

I. YOUR COMPENSABLE WORKWEEKS AND ESTIMATED INDIVIDUAL CLASS PAYMENT

Defendant's records show that during the Class Period, you worked as a Class Member in California, which qualifies you as a Class Member, and your total number of Workweeks during the applicable Class Period are:

<<NUMBER OF WORKWEEKS>>.

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is:

<<INSERT>>.

II. YOUR COMPENSABLE PAY PERIODS AND ESTIMATED INDIVIDUAL PAGA PAYMENT

Defendant's records show that during the Class Period, you worked as an Aggrieved Employee in California, which qualifies you as a Class Member, and your total number of PAGA Pay Periods during the applicable Class Period are:

<<NUMBER OF PAGA PAY PERIODS>>.

Based upon the above number of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is:

<<INSERT>>

IV. CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS WORKED

If you believe that the number of Workweeks and PAGA Pay Periods stated above are correct, you do not have to do anything.

If you wish to dispute the number of Workweeks and/or PAGA Pay Periods worked listed above, you must complete this Dispute Form and postmark, email or fax the Dispute Form to the Administrator by <<RESPONSE DEADLINE>>, along with all supporting information and/or documentation.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweek and/or PAGA Pay Periods listed above. I believe the correct amount of my Workweeks during the Class Period is _____ and/or the correct amount of my PAGA Pay Periods during the PAGA Period is _____. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED, NO LATER THAN

[INSERT DATE] TO:

***Gordon v. Summit Medical Staffing LLC Administrator
c/o Apex Class Action Administration***

address

Fax: _____

Email: _____

4928-3249-4197, v. 1

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF ORANGE**

13 AMY GORDON, an individual, on behalf of
14 herself and on behalf of all persons similarly
15 situated,

16 Plaintiff,

17 vs.

18 SUMMIT MEDICAL STAFFING LLC, a
19 Limited Liability Company; and DOES 1
20 through 50, inclusive,

21 Defendants.

CASE NO.: **30-2025-01468470-CU-OE-CXC**

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. William Claster

Dept.: CX101

Complaint Filed: April 17, 2023

FAC Filed: January 16, 2024

1 This matter, having come before the Honorable William Claster of the Superior Court of
2 the State of California, in and for the County Orange, on _____, for the motion by Plaintiff
3 Amy Gordon (“Plaintiff”) for preliminary approval of the class settlement with Defendant Summit
4 Medical Staffing LLC (“Defendant”). The Court, having considered the briefs, argument of
5 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court grants preliminary approval of the Settlement based upon the terms set
9 forth in the Class Action and PAGA Settlement Agreement (“Agreement”) attached to the
10 Declaration of _____ as Exhibit #1. This is based on the Court’s determination that the
11 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
12 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
13 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
14 defined therein shall have the same meaning in this Order as set forth in the Agreement.
15 Capitalized terms herein shall have the definitions set forth in the Agreement.

16 2. The Gross Settlement Amount is Three Hundred Twenty-Five Thousand Dollars
17 (\$325,000.00). It appears to the Court on a preliminary basis that the Settlement is fair, adequate
18 and reasonable to the Class. It further appears that investigation and research have been conducted
19 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
20 further appears to the Court that settlement at this time will avoid substantial additional costs by
21 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
22 of the Action. It further appears that the Settlement has been reached as the result of serious and
23 non-collusive, arms-length negotiations after mediation with a respectable mediator, Tagore
24 Subramaniam. The Court therefore preliminarily finds that the Settlement is fair, adequate, and
25 reasonable when balanced against the probable outcome of further litigation and the significant
26 risks relating to certification, liability, and damages issues. The Settlement falls within the range
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1 of reasonableness and appears to be presumptively valid, subject only to any objections that may
2 be raised at the Final Approval Hearing and final approval by this Court.

3 3. The Court provisionally appoints Plaintiff as the representative of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
5 Nicholas J. De Blouw, Christine T. LeVu, Brooke W. Waldrop, Adolfo Sanchez Contreras, of
6 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

7 4. A Final Approval Hearing on the question of whether the Settlement should be
8 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
9 valid and timely request to exclude themselves from the Settlement is scheduled for
10 _____ at 2:00 p.m. in Department CX101 of the Orange County Superior
11 Court. Other matters for determination at the Final Approval Hearing shall include whether the
12 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
13 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
14 Members. The motion for final approval and for attorneys' fees, costs and service awards shall be
15 heard at the Final Approval Hearing and the papers are to be filed with the Court and served on all
16 counsel no later than sixteen (16) court days before the hearing.

17 5. Plaintiff shall serve this Order on the LWDA and shall comply with all statutory
18 requirements for settling PAGA actions under the California Labor Code.

19 6. For settlement purposes only, the Court conditionally certifies the Class, which
20 consists of the Class defined as: "all individuals who were employed by Defendant Summit
21 Medical Staffing, LLC who were classified as non-exempt in the State of California at any time
22 during the Class Period" and the Aggrieved Employees defined as: "all individuals who are or
23 previously were employed by Summit Medical Staffing, LLC who were classified as non-exempt
24 in the State of California at any time during the PAGA Period". The "Class Period" is April 17,
25 2019 through December 30, 2024, and the "PAGA Period" is February 13, 2022 through
26 December 30, 2024.

1 7. The Court hereby appoints Apex Class Action as Administrator. No later than
2 fifteen (15) calendar days after preliminary approval of the Settlement by the Court, Defendant
3 shall provide to the Administrator an electronic spreadsheet with the Class Data. The
4 Administrator will perform address updates and verifications as necessary prior to the mailing of
5 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than
6 fourteen (14) days after receiving the Class Data information spreadsheet, the Administrator will
7 mail the Class Notice to all Class Members via first-class U.S. Mail.

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

19 9. The Court approves, as to the form and content, the Dispute Form and the Request
20 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out
21 of the Settlement, respectively, attached as exhibits to the Agreement.

22 10. The Court hereby approves the proposed procedure for exclusion from the
23 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
24 Class as provided in the Class Notice by following the instructions for requesting exclusion from
25 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
26 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
27 by the Administrator. If a Class Notice is re-mailed, the response date for opt-outs will be
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1 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from
2 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
3 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
4 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
5 requests exclusion from the Class will still recover their Individual PAGA Payment and will be
6 bound by the release of the Released PAGA Claims). Class Members who have not timely
7 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
8 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
9 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
10 invalid.

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

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

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

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

11 **IT IS SO ORDERED.**

12
13 Dated: _____

14 _____
15 HON. WILLIAM CLASTER
16 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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 Attorneys for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF ORANGE

13
14 AMY GORDON, an individual, on behalf of
15 herself and on behalf of all persons similarly
16 situated,

17 Plaintiff,

18 vs.

19 SUMMIT MEDICAL STAFFING LLC, a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: **30-2025-01468470-CU-OE-CXC**

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

Hearing Date:

Hearing Time:

Judge: William Claster

Dept.: CX101

Complaint Filed: April 17, 2023

FAC Filed: January 16, 2024

1 The motion of Plaintiff Amy Gordon (“Plaintiff”) for an order finally approving the First
2 Amended Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Summit
3 Medical Staffing LLC (“Defendant”), attorneys’ fees and costs, service payments, and the
4 expenses of the Administrator duly came on for hearing on _____ before the Honorable
5 William Claster.

6 **I.**

7 **FINDINGS**

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

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class as that term is defined in the Agreement.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Three Hundred Twenty-Five
16 Thousand Dollars (\$325,000.00), and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

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

24 **Preliminary Approval of the Settlement**

25 5. On _____, the Court granted preliminary approval of the Settlement and
26 approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

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

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

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during an all-day mediation before Tagore Subramaniam, a respected and experienced
25 mediator of wage and hour class actions. Prior to mediation, Plaintiff conducted an investigation
26 of the facts and claims, and the Parties also exchanged informal discovery, which included time
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1 and pay data for the class and relevant policies. There has been no collusion between the parties in
2 reaching the proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

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

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

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

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

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

18 **Attorneys' Fees and Costs**

19 11. An award of \$108,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
21 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and litigation expense billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payment of not more
26 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$ _____ to Plaintiff is reasonable in
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1 light of the risks and burdens undertaken by the Plaintiff in this litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class. In making this award, the
3 Court has considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
4 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

5 **Administration Expenses Payment**

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

13 **PAGA Penalties**

14 14. The Agreement provides for PAGA Penalties in the amount of \$10,000 to be paid
15 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) allocated to the
16 LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments to be
17 distributed by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
18 Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
19 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
20 Periods. "Aggrieved Employees" all individuals who are or previously were employed by Summit
21 Medical Staffing, LLC who were classified as non-exempt in the State of California at any time
22 during the PAGA Period. The "PAGA Period" is February 13, 2022 through December 30, 2024.
23 The LWDA was notified of the settlement and served with a copy of the Agreement, and the
24 LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
25 reasonable.

26 **II.**

27 **ORDERS**

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

2 15. The Class is certified for the purposes of settlement only. The Class consists of the
3 Aggrieved Employees and the Class. The Class Period collectively means the applicable Class
4 Period and PAGA Period. The Aggrieved Employees are defined as:

5
6 All individuals who are or previously were employed by Summit Medical Staffing, LLC
7 who were classified as non-exempt in the State of California at any time during the PAGA
8 Period.

9 The PAGA Period is February 13, 2022 through December 30, 2024.

10 The Class is defined as:

11 All individuals who were employed by Defendant Summit Medical Staffing, LLC
12 who were classified as non-exempt in the State of California at any time during the
13 Class Period.

14 The Class Period is April 17, 2019 through December 30, 2024.

15 16. All persons who meet the foregoing definitions are members of the Class, except
16 for those individuals who filed a valid request for exclusion ("opt out") from the Class: [identify
17 any requests for exclusion].

18 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
19 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
20 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
21 the Administrator no later than fourteen (14) days after the Effective Date, as defined in the
22 Agreement.

23 18. Class Counsel are awarded attorneys' fees in the amount of \$108,333 and costs in
24 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
25 reimbursement from Defendant, Plaintiff or members of the Class.

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

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

FINAL APPROVAL ORDER AND JUDGMENT

1 21. The PAGA Penalties amount of \$10,000 is approved to be distributed in
2 accordance with the Agreement.

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

18 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
19 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
20 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
21 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
22 to individual Class Members. Pursuant to Labor Code section 2699, Class Counsel shall submit a
23 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

24 24. If the Agreement does not become final and effective in accordance with the terms
25 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
26 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
27 revert to their respective positions as of before entering into the Agreement, and expressly reserve
28

1 their respective rights regarding the prosecution and defense of this Action, including all available
2 defenses and affirmative defenses, and arguments that any claim in the Action could not be
3 certified as a class action and/or managed as a representative action.

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

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

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

11 27. The Parties are authorized, with approval from the Court, to agree to and to adopt
12 such amendments, modifications and expansions of the Agreement and all exhibits attached
13 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
14 rights of the Parties or Class Members under the Agreement.

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

17 29. Effective on the date when Defendant fully funds the entire Gross Settlement
18 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
19 Payments, all Participating Class Members, on behalf of themselves and their respective former
20 and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and
21 assigns, release Released Parties from the Released Class Claims.

22 30. As used in paragraph 29 above, the quoted terms have the meanings set forth
23 below:

24 (a) "Released Class Claims" means all claims that were alleged, or reasonably
25 could have been alleged, based facts stated in the Operative Complaint which occurred during the
26 Class Period, including: (1) unfair competition in violation of Business and Professions Code
27 sections 17200 et seq., (2) failure to pay minimum wages in violation of Labor Code sections
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1 1194, 1197, and 1197.1, (3) failure to pay overtime wages in violation of Labor Code section 510,
2 (4) failure to provide meal periods in violation of sections 226.7 and 512, (5) failure to provide
3 rest periods in violation of sections 226.7 and 512, (6) failure to provide accurate itemized wage
4 statements in violation of Labor Code section 226, (7) failure to reimburse employees for
5 necessary business expenses in violation of Labor Code section 2802, (8) failure to timely pay
6 wages when due in violation of Labor Code sections 201-204, (9) failure to pay sick pay wages in
7 violation of Labor Code sections 201-204, 210, 233, 246, and 246.5, (10) unlawful deductions in
8 violation of Labor Code section 221, and (11) failure to provide suitable seating in violation of
9 Labor Code section 1198. Except as expressly set forth in this Agreement, Participating Class
10 Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers' compensation, or claims based on facts occurring outside the
13 Class Period.

14 (b) "Released Parties" collectively means: Defendant and all of its present and
15 former parent companies, subsidiaries, divisions, members, or joint ventures, and their
16 shareholders, officers, directors, employees, agents, attorneys (including, Defendant's counsel of
17 record in the Actions), insurers, successors and assigns, and any other individual or entity that
18 could be liable for any of the claims released through this Settlement.

19 31. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, spouses,
23 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
24 Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or
25 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
26 PAGA Notice, which occurred during the PAGA Period, including PAGA claims based on the
27 following Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.7, 227.3, 233, 246 *et*
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1 *seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
2 section 11040, section 1 1070, and the applicable Industrial Welfare Commission Wage Orders,
3 and PAGA claims based on failure to pay minimum wages, failure to pay overtime wages, failure
4 to provide meal and rest periods, failure to provide accurate itemized wage statements, failure to
5 reimburse employees for necessary business expenses, failure to timely pay wages when due,
6 failure to pay sick pay wages, unlawful deductions, failure to pay vacation wages, failure to
7 provide suitable seating, failure to pay reporting time pay, failure to keep required records, and
8 failure to regulate the internal temperatures of work environments. The Released PAGA Claims do
9 not include other PAGA claims, underlying wage and hour claims, claims for wrongful
10 termination, discrimination, unemployment insurance, disability and worker's compensation, and
11 claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective
12 as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request
13 for an exclusion from the Class.

14 32. Effective on the date when Defendant fully funds the entire Gross Settlement
15 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiff have generally and fully released and discharged the Released Parties from the
17 Plaintiff's Release, as fully set forth in the Agreement.

18 33. If a settlement check remains uncashed by the expiration date, the funds from such
19 uncashed checks will be paid to the California Controller's Unclaimed Property Fund in the name
20 of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California
21 Code of Civil Procedure Section 384, subd. (b).

22 34. Pursuant to CCP §384(b), Plaintiff shall submit to the Court a final report on or
23 before _____ setting forth the actual amounts paid to class members and other
24 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
25 whether further reports and/or a hearing will be necessary.

26 35. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
27 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
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1 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
2 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
3 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
4 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.
5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

6

7 Dated: _____

8

9

HON. WILLIAM CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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4932-2203-2232, v. 1

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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 06/29/2026
Due On: 07/29/2026

Amy Gordon
2040 Swazey
San Luis Obispo, CA 93401

CA2855

Summit Medical Staffing

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	04/13/2023	Review case notes/damage analysis	0.75	\$675.00	\$506.25
RE	04/13/2023	Review & analyze employment file documents	2.00	\$675.00	\$1,350.00
RE	04/14/2023	Review, edit & finalize class action complaint draft	2.75	\$675.00	\$1,856.25
RE	04/17/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	04/17/2023	Review & finalize class action complaint package; file in Mont. Sup. Ct.	0.75	\$675.00	\$506.25
RE	04/17/2023	Review court-returned documents re class action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
ASC	04/19/2023	Add case to spreadsheets, add FC, set up courtlinks	0.50	\$250.00	\$125.00
SB	05/18/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	06/14/2023	File Proof of service of summons re class action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
SB	06/19/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
ASC	06/21/2023	Update spreadsheet re SOP done, no stay on disco, no PAGA	0.10	\$250.00	\$25.00

RE	07/14/2023	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
CL	07/19/2023	Receipt and review Defendant's Answer to Complaint.	0.30	\$750.00	\$225.00
RE	07/21/2023	Draft summons and civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	07/21/2023	Review & finalize PAGA action complaint package; file in OC Sup. Ct.	0.75	\$675.00	\$506.25
RE	07/24/2023	Review court returned docs re paga action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	07/24/2023	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
RH	07/27/2023	Preparation for and commence draft of Joint Case Management Statement, including comprehensive review of relevant file materials and examination of Court order, local rules, complex department rules, and CRC to identify all topics that must be addressed.	1.80	\$675.00	\$1,215.00
RH	07/27/2023	Preparation of correspondence to Defendant's counsel re request to meet and confer re CMC and proposed electronic service agreement.	0.20	\$675.00	\$135.00
RH	07/27/2023	Communications with Isabella Shin and Frankie Larsen re e-service agreement and meet and confer re CMC; update file materials re same.	0.40	\$675.00	\$270.00
RH	08/02/2023	Telephone call with Isabella Shin and subsequent email regarding meet and confer re pending Case Management Conference and Joint Case Management Statement.	0.50	\$675.00	\$337.50
RH	08/04/2023	Receipt, review, and analysis of Minute Order designating case as complex and Case Management Order, and determination as to further handling.	0.20	\$675.00	\$135.00
CL	08/04/2023	Review and analyze Minute Order re Complex Case Management Order.	0.30	\$750.00	\$225.00
RH	08/07/2023	Correspondence with Isabella Shin re status of her revisions to Joint Case Management Statement.	0.20	\$675.00	\$135.00
RH	08/07/2023	Review, finalize, and execution of Joint Case Management Statement, including assessment of all revisions by Defendant; and correspondence with Isabella Shin re same.	0.30	\$675.00	\$202.50
CL	08/07/2023	Email from T. Santos re: Joint CMS.	0.20	\$750.00	\$150.00
CL	08/07/2023	Review and analyze Joint CMS filed and served.	0.20	\$750.00	\$150.00

RH	08/08/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	08/10/2023	Add case to spreadsheets, courtlinks, add FC, review case status, add to draft discovery list	0.30	\$250.00	\$75.00
RH	08/14/2023	Receipt, review, and analysis of Notice of Remote Appearance, and determination as to further handling.	0.20	\$675.00	\$135.00
RH	08/17/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	08/18/2023	Class - confirm hearing 8/22 date and time, submit notice of remote appearance via One Legal, serve via email, send zoom link to AGR	0.50	\$250.00	\$125.00
ASC	08/18/2023	PAGA - review minute order 8/4/23, case not served, added to service folder for RE to serve with SOP	0.20	\$250.00	\$50.00
CL	08/18/2023	Finalize Notice of Remote Appearance.	0.20	\$750.00	\$150.00
ASC	08/21/2023	Review status of notice of remote appearance filed 8/18/23; rejected due to page 3 missing (form says no need to file page 3) re-submit with page 3 attached	0.30	\$250.00	\$75.00
CL	08/21/2023	Revise and finalize Notice of Remote Appearance.	0.20	\$750.00	\$150.00
AR	08/22/2023	Prepare for and attend CMC; draft and circulate summary.	1.80	\$550.00	\$990.00
RH	08/23/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	08/23/2023	PAGA - Review courtlinks alert re remote appearance filed, no action needed	0.10	\$250.00	\$25.00
RH	08/24/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
RH	08/28/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
RH	08/29/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	08/30/2023	Class - Review courtlinks alerts re minute order 8/22/23 and notice 8/28/23, review file and court's website, next CMC on calendar and no action	0.30	\$250.00	\$75.00

		needed			
ASC	08/31/2023	Review status of case and add to client contact spreadsheet to do initial intake for liability form	0.10	\$250.00	\$25.00
CL	09/01/2023	Review and analyze Notice of CMC.	0.30	\$750.00	\$225.00
RE	09/12/2023	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
RE	09/18/2023	File proof of service of summons memo to firm re post service written discovery re paga action	0.50	\$675.00	\$337.50
ASC	09/18/2023	Review alert from Courtlinks re CMC set for 11/15/23, check court's website, confirm dates on calendar	0.20	\$250.00	\$50.00
ASC	10/02/2023	PAGA - review status of file, POS summons filed, add to draft discovery list	0.20	\$250.00	\$50.00
ASC	10/03/2023	Class - Review courtlink alert re POS summons filed, update draft disco list	0.20	\$250.00	\$50.00
CL	10/20/2023	Receipt and review Answer to PAGA Complaint.	0.30	\$750.00	\$225.00
CL	10/20/2023	Email from/to T. Santos re: e-service agreement in PAGA Action.	0.30	\$750.00	\$225.00
ASC	10/24/2023	PAGA - Review correspondence from OPC re e-service agreement, confirm POS up to date per OPC's email	0.20	\$250.00	\$50.00
ASC	11/06/2023	PAGA - Draft joint CMC statement	1.00	\$250.00	\$250.00
AR	11/06/2023	Multiple correspondence with AC and AB regarding separate PAGA action and CMC.	0.50	\$550.00	\$275.00
YS	11/15/2023	PAGA- Finalize Notice of Ruling re Further Status Conference & OSC for service; Email to OPC re Notice of Ruling re Further Status Conference; File in Onelegal; Set up Courtlinks for case notifications.	0.60	\$250.00	\$150.00
AR	11/15/2023	Prepare for and attend CMC; draft notice to OPC; draft summary correspondence; finalize for service.	1.20	\$550.00	\$660.00
VR	11/15/2023	Review and Analyze: review court's order at CMC; review PAGA complaint and class complaint; advise AR	0.40	\$750.00	\$300.00
AR	11/27/2023	Multiple correspondence with opposing counsel regarding joint statement and consolidation; follow up teleconference.	0.80	\$550.00	\$440.00
AR	11/27/2023	Draft and submit joint statement for review by opposing counsel.	1.30	\$550.00	\$715.00

AR	11/29/2023	Follow up correspondence with opposing counsel regarding joint statement.	0.30	\$550.00	\$165.00
AR	11/29/2023	Revise, finalize, file and serve joint statement.	0.60	\$550.00	\$330.00
ASC	12/11/2023	Draft FACC and stip for leave to file consolidated FACC adding PAGA COA to Class Action complaint	1.20	\$250.00	\$300.00
AR	12/11/2023	Multiple correspondence regarding stipulation to consolidate and filing of first amended complaint.	0.30	\$550.00	\$165.00
AR	12/11/2023	Draft stipulation and proposed order to file FAC.	0.70	\$550.00	\$385.00
AR	12/11/2023	Draft first amended complaint; submit to opposing counsel with stipulation.	1.20	\$550.00	\$660.00
AR	12/12/2023	Prepare for and attend CMC; draft and circulate summary.	1.30	\$550.00	\$715.00
YS	12/26/2023	[Class] Draft discovery shells (RFP, Form-Gen, Form-Emp, SROGS, RFA, PMK Depo notice).	1.00	\$250.00	\$250.00
RE	01/02/2024	Review stip for leave to amend re FAC; review file; confer w A Ronan re paga period & OPC proposed revisions to stip	0.70	\$675.00	\$472.50
AR	01/03/2024	Revise stipulation; review draft FAC and draft follow up correspondence with opposing counsel.	0.80	\$550.00	\$440.00
AR	01/03/2024	Multiple correspondence regarding status of discovery; review file and draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	01/05/2024	Finalize stipulation for leave to file amended complaint; update amended complaint, finalize and submit for filing and service.	0.50	\$550.00	\$275.00
AR	01/05/2024	Review and outline file for claims.	1.00	\$550.00	\$550.00
AR	01/05/2024	Draft and serve initial discovery requests and notice of deposition.	1.60	\$550.00	\$880.00
YS	01/05/2024	Finalize joint stip for leave to file FAC and proposed order for service. Prepare POS. File via Onelegal. Email to OPC re joint stip. Email to Court Docs.	0.60	\$250.00	\$150.00
AR	01/11/2024	Receive and review order from Court; draft follow up correspondence.	0.40	\$550.00	\$220.00
YS	01/16/2024	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs.	0.60	\$250.00	\$150.00
YS	01/22/2024	Review court docket and Courtlinks for file-stamped FAC. Not loaded yet.	0.30	\$250.00	\$75.00

YS	01/30/2024	Telephone call to court clerk re status on order re dismissal. Per clerk, FAC was filed and uploaded to the court's attorney portal.	0.30	\$250.00	\$75.00
YS	01/31/2024	Telephone call to court's civil department re case not appearing on attorney portal to retrieve FAC, transferred to records dept. Advised to request a copy. Place runner order through Knox.	0.50	\$250.00	\$125.00
YS	02/02/2024	Receive and review file-stamped FAC, upload to the LWDA. Email LWDA confirmation and file-stamped FAC to Court Docs.	0.30	\$250.00	\$75.00
AR	02/05/2024	Review docket for status of consolidated complaint; draft follow up.	0.50	\$550.00	\$275.00
AR	02/05/2024	Multiple correspondence with opposing counsel regarding discovery requests; multiple correspondence with AB regarding the same.	0.40	\$550.00	\$220.00
YS	02/14/2024	[PAGA] Prepare shells for request for dismissal, declaration of A. Ronan, and proposed order.	0.50	\$250.00	\$125.00
AR	02/14/2024	Review docket in Class action for status of filing FAC; review PAGA action for status; multiple correspondence regarding joint statement and request for dismissal.	0.60	\$550.00	\$330.00
YS	02/15/2024	Finalize RFD, Declaration of A. Ronan, proposed order. Prepare POS. File via Onelegal. Email to OPC and Court Docs re RFD.	0.60	\$250.00	\$150.00
YS	02/19/2024	[PAGA] Review Courtlinks alert. Retrieve the Order Granting Dismissal. Email to Court Docs for circulation. Update file with order. Update internal spreadsheet re status of case: Dismissed.	0.30	\$250.00	\$75.00
CL	02/21/2024	Receipt and review Defendant's Answer to FAC.	0.30	\$750.00	\$225.00
AR	03/05/2024	Multiple correspondence with opposing counsel regarding status.	0.20	\$550.00	\$110.00
AR	03/05/2024	Teleconference with opposing counsel regarding mediation; draft and circulate summary correspondence.	0.60	\$550.00	\$330.00
CL	03/12/2024	Email to K. Cogbill re: meet and confer re: discovery and mediation.	0.50	\$750.00	\$375.00
ASC	03/12/2024	Email from and to defense counsel regarding class size and mediation	0.30	\$250.00	\$75.00
YS	03/14/2024	Review Courtlink alert re 12/13/2024 hearing to hear motion for class certification. Confirm date is on calendar.	0.10	\$250.00	\$25.00
CL	03/14/2024	Email from S. Patel re: mediation with Tagore.	0.30	\$750.00	\$225.00

CL	03/14/2024	Receipt and review Defendant's Objection to Deposition	0.30	\$750.00	\$225.00
YS	03/18/2024	[Class] Review file and court docket for stip. Prepare draft for shell of the Stipulation to stay matter pending mediation.	0.60	\$250.00	\$150.00
ASC	03/21/2024	Email to I. Shin re mediation and draft stipulation to stay	0.30	\$250.00	\$75.00
ASC	03/21/2024	Email to OPC re mediation confirmed and plan to circulate stip to stay pending mediation	0.30	\$250.00	\$75.00
ASC	03/21/2024	Email mediator re caption pages, description of case, fee split and service list	0.30	\$250.00	\$75.00
AR	03/22/2024	Multiple correspondence regarding mediation and discovery stay.	0.30	\$550.00	\$165.00
CL	03/22/2024	Email from I. Shin re: mediation with Tagore on 7/23	0.30	\$750.00	\$225.00
ASC	03/22/2024	Revise draft stipulation to stay pending mediation and send to I. Shin (OPC) for review	0.50	\$250.00	\$125.00
AR	03/26/2024	Prepare for and attend CMC; draft and circulate summary; draft follow up correspondence.	1.80	\$550.00	\$990.00
CL	03/26/2024	Email from S. Patel re: notice of mediation.	0.30	\$750.00	\$225.00
ASC	03/28/2024	Email from K. Cobgill re proposed changes to stipulation to stay	0.20	\$250.00	\$50.00
ASC	03/28/2024	Email to K. Cobgill re extension for Defendant's discovery responses	0.20	\$250.00	\$50.00
CL	03/29/2024	Review and revise Stipulation to Stay Pending Meditation; Discuss with Adolfo re terms.	0.40	\$750.00	\$300.00
ASC	03/29/2024	Revise Stipulation to Stay Pending Meditation; Discuss with Christine re terms.	0.40	\$250.00	\$100.00
ASC	03/29/2024	Review and analyze Defendant's redlines to Stipulation to Stay Pending Meditation; Discuss with Christine re terms related to cancelled mediation and lifted discovery stay.	0.60	\$250.00	\$150.00
ASC	03/29/2024	Email to OPC K. Cobgill re edits to stipulation to stay pending mediation	0.20	\$250.00	\$50.00
ASC	03/29/2024	Email from K. Cobgill re filing stip to stay OK	0.20	\$250.00	\$50.00
ASC	04/02/2024	Finalize Stipulation to stay pending mediation, add proof of service; review chamber rules; file via one legal, serve via email	1.20	\$250.00	\$300.00
AR	04/10/2024	Review and outline claims in advance of drafting mediation data request; draft summary.	0.60	\$550.00	\$330.00

AR	04/10/2024	Review and outline Plaintiff documents; draft summary.	0.80	\$550.00	\$440.00
AR	04/10/2024	Update mediation matrix and spreadsheet with client information.	0.80	\$550.00	\$440.00
ASC	04/11/2024	Follow up re status of filed stip to stay pending mediation; accepted by the court but no stamped copy returned yet	0.30	\$250.00	\$75.00
YS	04/12/2024	Review Plaintiff's document. Organize and add bates stamps.	1.00	\$250.00	\$250.00
AR	04/12/2024	Update file with client documents; draft mediation data request; submit to AB for review.	0.80	\$550.00	\$440.00
AR	04/12/2024	Revise, finalize, and serve mediation data request.	0.40	\$550.00	\$220.00
ASC	04/17/2024	Download denied stipulation to stay pending mediation; discuss re re-submitting without vacating class cert hearing date	0.50	\$250.00	\$125.00
ASC	04/18/2024	Email K. Cobgill re D's disco responses due date, stipulation to stay and vacate cert date denied, class size	0.50	\$250.00	\$125.00
ASC	04/19/2024	Memorialize agreement re Defendant's responses due 30 days after mediation; follow up re class size	0.30	\$250.00	\$75.00
YS	04/24/2024	Update internal spreadsheet re class info.	0.10	\$250.00	\$25.00
AR	06/07/2024	Multiple correspondence regarding rescheduled mediation; review prior orders regarding class certification timeline.	0.70	\$550.00	\$385.00
AR	06/21/2024	Draft revised stipulation to stay matter pending mediation; submit to opposing counsel for review.	1.00	\$550.00	\$550.00
AR	06/21/2024	Draft revised mediation data request; submit to opposing counsel.	0.50	\$550.00	\$275.00
AR	06/25/2024	Multiple follow up correspondence regarding stipulation to stay.	0.30	\$550.00	\$165.00
AR	06/25/2024	Teleconference regarding stipulation to stay; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	06/26/2024	Follow up correspondence with opposing counsel regarding stipulation; revise, finalize and submit for filing.	0.80	\$550.00	\$440.00
YS	06/26/2024	Finalize stip to continue stay pending rescheduled mediation for service. Update POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00

VR	07/23/2024	Review and Revise: review and revise join stipulation to continue class certification briefing schedule and hearing; review status of discovery; advise AJB	1.10	\$750.00	\$825.00
VR	08/07/2024	Draft: draft ex parte to continue class certification; telephone call to court re stipulation; review court's orders and docket; review correspondence between parties; review discovery and discovery agreements; correspondence to Def; review local rules and case history; advise CL.	4.60	\$750.00	\$3,450.00
ASC	08/07/2024	Confer with VBR regarding Plaintiff's MTC discovery deadline per stipulations to stay pending mediation	0.50	\$250.00	\$125.00
VR	08/11/2024	Draft: draft motion to stay case pending mediation; review local rules; review CCP; review case law re stays; review court's orders and docket; draft ex parte to shorten time	2.50	\$750.00	\$1,875.00
CL	08/12/2024	Revise Ex Parte Application to Continue Class Certification Deadline; Discuss with Tori re same.	0.30	\$750.00	\$225.00
VR	08/12/2024	Review and Revise: review and revise ex parte; review court's orders; review correspondence between parties; finalize	3.00	\$750.00	\$2,250.00
VR	08/12/2024	Draft: draft motion to stay; legal research	2.10	\$750.00	\$1,575.00
CL	08/13/2024	Revise Motion to Continue Class Certification; Email to Tori re: same.	0.40	\$750.00	\$300.00
VR	08/13/2024	Draft: draft motion to stay and continue class certification deadlines; review case law re stay; review court's orders, docket, and local rules; advise YS	4.10	\$750.00	\$3,075.00
YS	08/14/2024	Review and finalize Motion to stay and continue class cert for service. Create POS. File via Onelegal. Email to OPC re motion. Email to Court Docs for circulation.	0.80	\$250.00	\$200.00
YS	08/14/2024	Review and finalize Exparte to shorten P's motion to stay for service. Prepare POS. File via Onelegal. Email to OPC re motion. Email to Court Docs for circulation.	0.80	\$250.00	\$200.00
VR	08/14/2024	Review and Revise: review and revise motion to stay and continue class certification; review local rules; advise YS	1.20	\$750.00	\$900.00
YS	08/15/2024	Review Def's email correspondence re updates to their service list. Revise the POS on file with additions - removed T. Santos and F. Larsen and add V. Castro and L. Cvietkovich.	0.30	\$250.00	\$75.00
YS	08/15/2024	Telephone call to calendar department re hearing	0.20	\$250.00	\$50.00

		date for motion to stay, left voicemail.			
YS	08/16/2024	Telephone call to calendar department re follow up on hearing date for motion to stay. Obtain availability, email to VR	0.20	\$250.00	\$50.00
YS	08/16/2024	Review rejected notice re filed motion to stay. Review, update and finalize exparte app. File via Onelegal. Email to OPC re exparte app.	0.60	\$250.00	\$150.00
YS	08/19/2024	Review rejected notice re filed exparte app. Review, update and finalize exparte app. File via Onelegal. Email to OPC re exparte app.	0.60	\$250.00	\$150.00
VR	08/19/2024	Review and Analyze: review court's orders and local rules; review ex parte and requirements; advise CL	0.90	\$750.00	\$675.00
VR	08/20/2024	Review and Analyze: review ex parte to shorten time; prepare for hearing; appearance at ex parte hearing; follow up	2.20	\$750.00	\$1,650.00
YS	08/23/2024	Review courtlinks alert re upcoming events. Confirm the 10/14 hearing re motion to stay is calendared	0.10	\$250.00	\$25.00
CL	08/23/2024	Draft Stipulation for Leave to File FACC in the PAGA Action and propose language re relation back; Discuss with Tori re: same.	0.90	\$750.00	\$675.00
CL	08/23/2024	Draft and revise FACC in the PAGA Action.	0.80	\$750.00	\$600.00
VR	08/27/2024	Receipt and Review of Correspondence: review correspondence between parties; telephone conference with counsel; advise AJB	0.60	\$750.00	\$450.00
YS	08/30/2024	Telephone call to court re order denying Joint Stipulation To Continue Stay. Spoke to clerk, stip added to docket. Unable to retrieve through public access	0.30	\$250.00	\$75.00
VR	09/03/2024	Correspondence with Opposing Counsel: correspondence to Def; review stipulation; review court's orders	0.30	\$750.00	\$225.00
YS	09/05/2024	Finalize Joint Stipulation To Transfer for service. Prepare POS. File via Onelegal. Email to OPC re stip/order. Email to Court Docs for circulation. Placed courtesy copy order with Knox.	0.70	\$250.00	\$175.00
YS	09/05/2024	Place order with Knox re document retrieval for order denying Joint Stipulation To Continue Stay	0.30	\$250.00	\$75.00
VR	09/05/2024	Receipt and Review of Correspondence: review correspondence between parties; review and revise stipulation to transfer; review court's orders and docket	0.60	\$750.00	\$450.00

YS	09/09/2024	Review Onelegal for status of stip to transfer, stip has been accepted. Review court docket, order not signed yet	0.30	\$250.00	\$75.00
VR	09/09/2024	Review and Analyze: review and analyze court's orders and docket; review correspondence between parties; correspondence to Def	0.60	\$750.00	\$450.00
VR	09/12/2024	Receipt and Review of Correspondence: review correspondence between parties; review stipulation to stay; review court's orders; advise AJB	0.40	\$750.00	\$300.00
ASC	09/18/2024	Verify status of case and mediation dates; write email correspondence to I. Shin re mediation data request and production date	0.60	\$250.00	\$150.00
ASC	09/29/2024	Email I. re mediation data production	0.30	\$250.00	\$75.00
ASC	10/02/2024	Email to Defense counsel re mediation data request follow up	0.30	\$250.00	\$75.00
SB	10/04/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
ASC	10/07/2024	Email to I. Shin re follow up on mediation data production	0.30	\$250.00	\$75.00
YS	10/08/2024	Review Plaintiff and Def's documents, no Def's documents yet. Confirm exhibit book as up to date with Plaintiff's documents	0.30	\$250.00	\$75.00
ASC	10/08/2024	Email to I. Shin re follow up on mediation data production	0.30	\$250.00	\$75.00
ASC	10/10/2024	Email to I. Shin re follow up on mediation data production	0.30	\$250.00	\$75.00
VR	10/16/2024	Receipt and Review of Correspondence: review correspondence between parties; review mediation data; advise expert; advise AJB; meet and confer with Def	1.00	\$750.00	\$750.00
YS	10/16/2024	Review mediation data produced by Defs. Download and update file. Update exhibit book. Update Box folder. Email to expert. Email to Court Docs for circulation.	0.70	\$250.00	\$175.00
SB	10/17/2024	Calculate individual damages, add those to case notes, advise AJB	2.60	\$450.00	\$1,170.00
YS	10/21/2024	Review additional mediation data produced by Defs. Download and update file. Update exhibit book. Update Box folder. Email to expert. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
VR	10/23/2024	Review and Analyze: review data produced for mediation; review mediation data request; advise	0.60	\$750.00	\$450.00

ASC					
ASC	10/23/2024	Review SUMMIT 000001-121	1.50	\$250.00	\$375.00
ASC	10/23/2024	Draft mediation Brief	1.00	\$250.00	\$250.00
ASC	10/23/2024	Finalize Harassment sheet	1.00	\$250.00	\$250.00
ASC	10/23/2024	Finalize Case Notes for mediation	1.00	\$250.00	\$250.00
ASC	10/24/2024	Draft mediation brief	1.00	\$250.00	\$250.00
ASC	10/24/2024	Email I. Shin re Pay periods, workweeks and sample data; discuss with expert	0.50	\$250.00	\$125.00
ASC	10/24/2024	review and send supplemental mediation data production to expert for analysis	0.40	\$250.00	\$100.00
VR	10/25/2024	Review and Analyze: review mediation data and production; review expert report; correspondence to expert; advise AJB	0.40	\$750.00	\$300.00
ASC	10/25/2024	Review status of expert report and supplement mediation brief	1.00	\$250.00	\$250.00
ASC	10/28/2024	Call Plaintiff re mediation	1.00	\$250.00	\$250.00
SB	10/29/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
AB	10/30/2024	Prep/appear for mediation.	5.00	\$895.00	\$4,475.00
SB	10/30/2024	Attend mediation	8.00	\$450.00	\$3,600.00
AB	11/27/2024	Review/financial analysis from expert. Discuss case w/ mediator.	2.00	\$895.00	\$1,790.00
ASC	12/10/2024	Review email from I. Shin re defendant's financial records and request for extension for discovery responses	0.30	\$250.00	\$75.00
CL	01/01/2025	Receipt and review Notice re change of venue	0.20	\$750.00	\$150.00
VR	01/07/2025	Receipt and Review of Correspondence: review correspondence between parties; review MOU; review amended complaint; review court's orders; advise YS and AJB	0.40	\$750.00	\$300.00
ASC	01/24/2025	Review procedural history and advise AJ re status of outstanding discovery responses and deadlines	0.40	\$250.00	\$100.00
CL	01/27/2025	Receipt and review signed MOU; Email from I. Shin re: executed MOU.	0.40	\$750.00	\$300.00
CL	01/29/2025	Receipt and review Notice of Change of Venue.	0.20	\$750.00	\$150.00
CL	03/18/2025	Email to K. Cogbill re: estimate of total workweeks and total CMS in preparation for bid.	0.30	\$750.00	\$225.00

CL	03/27/2025	Receipt and review Notice of Transfer.	0.40	\$750.00	\$300.00
CL	04/21/2025	Email to I. Shin requesting follow-up re total CMs and workweeks.	0.20	\$750.00	\$150.00
CL	04/21/2025	Draft Long Form Settlement Agreement.	3.50	\$750.00	\$2,625.00
CL	04/22/2025	Email to S. Hartranft re: estimate for administration of settlement.	0.20	\$750.00	\$150.00
CL	04/22/2025	Email to T. Rogers re: estimate for administration of settlement.	0.20	\$750.00	\$150.00
CL	04/23/2025	Revise Long Form Settlement Agreement.	2.10	\$750.00	\$1,575.00
KN	04/23/2025	Review draft agreement; advise CL on revisions.	1.00	\$950.00	\$950.00
CL	04/23/2025	Email from S. Hartranft re: estimate for administration; Review and analyze same.	0.30	\$750.00	\$225.00
CL	05/12/2025	Email to I. Shin re: meet and confer re: settlement agreement and redlines.	0.20	\$750.00	\$150.00
CL	05/27/2025	Email to I. Shin re: requesting revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	05/28/2025	Email from I. Shin re: revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
CL	06/09/2025	Email to I. Shin re revisions Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	06/16/2025	Email to/from I. Shin requesting redlines to settlement agreement.	0.30	\$750.00	\$225.00
CL	06/16/2025	Email from I. Shin re: Defendant's revisions to settlement agreement.	0.30	\$750.00	\$225.00
KN	06/25/2025	Review Defendant revisions to the draft Agreement; review issues in memo from CL; research issues and prior rulings; memo to CL with issues answered.	1.60	\$950.00	\$1,520.00
CL	06/25/2025	Review and revise Long Form Settlement Agreement; Discuss with Kyle re: same; Email to I. Shin re: revisions to Long Form Settlement Agreement.	1.60	\$750.00	\$1,200.00
CL	06/30/2025	Draft Joint Initial Case Management Conference Statement; Email to I. Shin re: revisions to same and following up settlement agreement.	0.70	\$750.00	\$525.00
CL	06/30/2025	Email from I. Shin re: finalizing Joint CMS.	0.30	\$750.00	\$225.00
YS	07/01/2025	Finalize P's CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00

YS	07/03/2025	Review status of case, Confirm 7/9 CMC on calendar, continued to 9/9, confirm new date on calendar	0.30	\$250.00	\$75.00
CL	07/07/2025	Receipt and review Notice continuing CMC	0.30	\$750.00	\$225.00
BW	07/22/2025	Review and analyze redlines from Defendant to settlement agreement and further draft and revise redlines for Plaintiff re same	0.50	\$750.00	\$375.00
KN	07/24/2025	Review emails; review BW questions; review revisions to Agreement; analysis of issues; advise BW	1.00	\$950.00	\$950.00
BW	07/24/2025	Draft and send email to att'y K. Nordrehaug re Defendant's redlines to settlement agreement and revise redlines for Plaintiff re same	0.40	\$750.00	\$300.00
ASC	08/05/2025	Review file and espond to Plaintiff's email to provide status update re post mediation procedure, preliminary approval and upcoming events	0.50	\$250.00	\$125.00
BW	08/08/2025	Email with I. Shin re settlement agreement	0.30	\$750.00	\$225.00
BW	08/11/2025	Review opposing counsel's further redlines	0.40	\$750.00	\$300.00
BW	08/13/2025	Email with I. Shin re settlement agreement and exhibits	0.30	\$750.00	\$225.00
BW	08/13/2025	Draft Exhibit A - Class Notice for Settlement Agreement	1.30	\$750.00	\$975.00
KN	08/13/2025	Review current draft of Agreement; review emails; respond to BW	0.60	\$950.00	\$570.00
BW	08/13/2025	Draft Exhibit A - Dispute Form	0.50	\$750.00	\$375.00
BW	08/13/2025	Draft Exhibit A - Request for Exclusion Form	0.30	\$750.00	\$225.00
BW	08/13/2025	Draft Exhibit B - Proposed Preliminary Approval Order	0.60	\$750.00	\$450.00
BW	08/13/2025	Draft Exhibit C - Proposed Final Approval Order and Judgment	0.60	\$750.00	\$450.00
KN	08/19/2025	Review draft exhibits; advise BW as to issues to fix.	1.00	\$950.00	\$950.00
BW	08/19/2025	Revise Exhibit A Dispute Form	0.20	\$750.00	\$150.00
BW	08/19/2025	Revise Exhibit A Class Notice	0.50	\$750.00	\$375.00
BW	08/19/2025	Review Exhibit A Request for Exclusion for revision re internal/external class definitions	0.20	\$750.00	\$150.00
BW	08/19/2025	Review Exhibit B for revision re internal/external class definitions	0.20	\$750.00	\$150.00

BW	08/19/2025	Review Exhibit C for revision re internal/external class definitions	0.20	\$750.00	\$150.00
KN	08/25/2025	Review corrected drafts of the exhibits; advise BW	0.50	\$950.00	\$475.00
BW	08/25/2025	Review and analyze correspondence, docket, and orders; Draft and send memorandum to file re current circumstances and strategy for completing settlement agreement and settlement agreement approval	0.20	\$750.00	\$150.00
CL	09/02/2025	Draft Joint CMS; Email to/from I. Shin re: Joint CMS and filing.	0.50	\$750.00	\$375.00
YS	09/02/2025	Finalize parties' joint CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
BW	09/04/2025	Email I. Shin re settlement agreement and exhibits	0.30	\$750.00	\$225.00
ASC	09/08/2025	Review and respond to email from Plaintiff re timing of settlement agreement and MPA	0.30	\$250.00	\$75.00
ASC	09/09/2025	Prepare to attend CMC	0.50	\$250.00	\$125.00
ASC	09/09/2025	Attend CMC, summarize and update file	1.00	\$250.00	\$250.00
CL	09/09/2025	Email to I. Shin re: exhibits to Settlement agreement and finalizing of settle agreement.	0.30	\$750.00	\$225.00
CL	09/09/2025	Email to I. Shin re: meet and confer re: settlement agreement and exhibits.	0.30	\$750.00	\$225.00
BW	09/09/2025	Review and analyze MOU re filing to effectuate settlement	0.10	\$750.00	\$75.00
BW	09/09/2025	Review Monterey and Orange dockets concerning filing complaint in Orange county as per MOU; review filed stipulations and complaints re filing complaint in Orange county as per MOU	0.80	\$750.00	\$600.00
BW	09/10/2025	Emails with I. Shin re exhibits and settlement agreement	0.30	\$750.00	\$225.00
CL	09/10/2025	Email from/to I. Shin re: status of revisions to exhibits.	0.30	\$750.00	\$225.00
KN	09/10/2025	Review emails; review exhibits; respond to Defendant	0.50	\$950.00	\$475.00
BW	09/10/2025	Emails with I. Shin re forms for inclusion in agreement	0.20	\$750.00	\$150.00
BW	09/11/2025	Email with I. Shin re exhibits and settlement agreement	0.30	\$750.00	\$225.00

YS	09/11/2025	Telephone call to dept clerk re reserving date for MPA -- unable to connect.	0.20	\$250.00	\$50.00
BW	09/12/2025	Review Defendant note/comment to settlement agreement; confer with K. Nordrehaug re Def's request to include 221 as a released class claim	0.60	\$750.00	\$450.00
BW	09/12/2025	Review Defendant redlines to Exhibits; confer with K. Nordrehaug re Defendant and further redlines to Exhibits	0.60	\$750.00	\$450.00
YS	09/12/2025	Telephone call to dept clerk re reserving date for MPA -- unable to connect.	0.20	\$250.00	\$50.00
YS	09/12/2025	Telephone call with dept clerk re reserving date for MPA. Email to BWV.	0.20	\$250.00	\$50.00
BW	09/15/2025	Review case file re if hearing date has been secured yet; contact staff re obtaining hearing date and/or call court and find out process for obtaining date	0.10	\$750.00	\$75.00
BW	09/17/2025	Confer with att'y C. LeVu re further redlines to settlement agreement re 221 and exhibits	0.10	\$750.00	\$75.00
ASC	09/24/2025	Reeview status of Settlement Agreement and upcoming CMC, prepare draft of Joint CMS	0.50	\$250.00	\$125.00
ASC	10/02/2025	Prepare draft Joint CMS and sent to OPC for review and edits	1.00	\$250.00	\$250.00
ASC	10/03/2025	Follow up with OPC re Joint CMS revisions and approval to file, finalize and file via one legal, serve via email	0.50	\$250.00	\$125.00
CL	10/09/2025	Email to/from I. Shin re: deadlines for Long Form Settlement Agreement and deadline for Motion fore Preliminary Approval Order.	0.40	\$750.00	\$300.00
CL	10/09/2025	Attend hearing on Status Conference; Discuss with Kyle re: status of hearing and motion for preliminary approval.	0.50	\$750.00	\$375.00
ASC	10/09/2025	Prepare Plaintiff's declaration iso motion for preliminary approval, respond to Plaintiff's email re status update	1.00	\$250.00	\$250.00
KN	10/15/2025	Review draft Agreement and Defendant's revisions; review staff questions; respond to each issue and advise staff	1.00	\$950.00	\$950.00
KN	10/15/2025	Review draft Exhibits and Defendant's revisions; revise exhibits and respond to Defendant	2.00	\$950.00	\$1,900.00
CL	10/15/2025	Review and revise Long Form Settlement Agreement; Email to/from I. Shin re: same; Discuss with Kyle re: same.	0.50	\$750.00	\$375.00

CL	10/20/2025	Email from/to I. Shin re: further revisions to Exhibit A	0.20	\$750.00	\$150.00
CL	10/21/2025	Email from/to I. Shin re: long form agreement and class notice; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
KN	10/22/2025	Review status; finalize exhibits and memo to staff; review emails in response; draft motion for preliminary approval; prepare approval outline; email Defendant regarding MPA draft	4.00	\$950.00	\$3,800.00
CL	10/22/2025	Email to I. Shin re: Long Form Agreement and exhibits; Revise and finalize Long Form Agreement; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
BW	10/28/2025	Review correspondence, orders and notes from case management concerning and verifying current deadline to file joint statement; confer with staff regarding status of signature from client; draft joint case management statement	0.60	\$750.00	\$450.00
BW	10/28/2025	Email with I. Shin re joint case management statement	0.30	\$750.00	\$225.00
BW	10/29/2025	Review Minute Order re continuing Case Management Conference	0.10	\$750.00	\$75.00
CL	10/29/2025	Receipt and review Order continuing CMC	0.30	\$750.00	\$225.00
KN	10/30/2025	Review status; execute agreement; emails staff; review emails from Def and CL; plan next steps	0.50	\$950.00	\$475.00
CL	10/30/2025	Email from I. Shin re: meet and confer re: motion for preliminary approval.	0.30	\$750.00	\$225.00
KN	11/12/2025	Review and revise motion per Defendant's comments; reserve hearing; emails with Defendant; update and prepare Admin declaration	1.00	\$950.00	\$950.00
KN	11/12/2025	Draft declaration ISO motion for preliminary approval; memo to staff regarding missing items; update proposed order	3.00	\$950.00	\$2,850.00
CL	11/12/2025	Email from I. Shin re: 7.1 declaration re escalator clause; Receipt and review same.	0.30	\$750.00	\$225.00
ASC	11/12/2025	Email OPC re request for Defendant's declaration iso MPA; advise KN; receive and review D's declaration	0.70	\$250.00	\$175.00
KN	11/13/2025	Review and revise declaration; revise motion for final; file and serve motion; update proposed order; file and serve proposed order; serve LWDA	2.50	\$950.00	\$2,375.00
BW	11/25/2025	Review dockets and orders re calendared deadline to file CMC statement; draft joint case management statement	0.30	\$750.00	\$225.00

BW	11/25/2025	Email with I. Shin re draft of joint case management statement	0.30	\$750.00	\$225.00
CL	11/25/2025	Email from I. Shin re: minute order vacating CMC; Receipt and review minute order vacating CMC.	0.30	\$750.00	\$225.00
KN	01/13/2026	Analysis of issues from ruling; review and revise settlement agreement and exhibits; email Defendant.	2.00	\$950.00	\$1,900.00
KN	01/14/2026	Review Def further revisions to Agreement and Exhibit; finalize documents; email Defendant; memo to staff	0.75	\$950.00	\$712.50
KN	01/15/2026	Analysis of outstanding issues to address; Research answers; memo to staff; discuss with AJ	1.00	\$950.00	\$950.00
CL	01/15/2026	Review and analyze Employee Handbook and file in preparation for declaration to Court requesting additional information for approval related to seating or temperature controls	0.50	\$750.00	\$375.00
KN	01/19/2026	Work on supplemental issues; draft supplemental declaration; research issues; email staff; email Defendant	3.00	\$950.00	\$2,850.00
KN	01/20/2026	Finalize supplemental declaration; emails with Defendant; prepare final signed amended agreement and exhibits; prepare redline exhibit; review proposed order and prepare for filing; file and serve document; serve LWDA	4.00	\$950.00	\$3,800.00
YS	01/26/2026	Review status of case, Confirm 1/30 Cont'd Hearing re MPA on calendar	0.10	\$250.00	\$25.00
KN	01/30/2026	Court appearance - preliminary approval; prepare for hearing; review tentative and proposed order; email Defendant	1.00	\$950.00	\$950.00
KN	01/30/2026	Review signed order; memo to Admin with documents and instructions	0.40	\$950.00	\$380.00
CL	03/09/2026	Email from K. Nava re: revisions to preliminary calculations from defense counsel.	0.20	\$750.00	\$150.00
CL	03/16/2026	Email from K. Nava re Preliminary Approval granted and mailing	0.20	\$750.00	\$150.00
CL	04/05/2026	Email from K. Nava re administration timeline.	0.30	\$750.00	\$225.00
CL	05/04/2026	Email from K. Nava re: status report detailing the mailed notices and received responses; Receipt and review a status report detailing the mailed notices and received responses	0.30	\$750.00	\$225.00
CL	05/09/2026	Email from K. Nava re: status report detailing the mailed notices and received responses; Receipt	0.30	\$750.00	\$225.00

		and review status report detailing the mailed notices and received responses			
CL	05/11/2026	Email from K. Nava re: status report detailing the mailed notices and received responses for the Gordon vs. Summit Medical Staffing LLC matter; receipt and review status report detailing the mailed notices and received responses	0.30	\$750.00	\$225.00
CL	05/20/2026	Email from K. Nava re: status report detailing the mailed class notices; receipt and review status report detailing the mailed class notices	0.30	\$750.00	\$225.00
CL	06/02/2026	Email from K. Nava re: a status report detailing the mailed notices and received responses; Receipt and review a status report detailing the mailed notices and received responses re settlement.	0.30	\$750.00	\$225.00
CL	06/09/2026	Email from K. Nava re: status report detailing the mailed notices and received responses; Receipt and review status report detailing the mailed notices and received responses	0.30	\$750.00	\$225.00
CL	06/17/2026	Draft Motion for Final Approval.	4.30	\$750.00	\$3,225.00
CL	06/17/2026	Draft Notice of Motion for Final Approval.	0.90	\$750.00	\$675.00
CL	06/17/2026	Draft Declaration of N. Blumenthal in Support of Motion for Final Approval.	2.60	\$750.00	\$1,950.00
KN	06/22/2026	Review and revise draft motion; review draft Admin declaration; research issue; update chart; email draft motion to Defendant; memo to staff	2.00	\$950.00	\$1,900.00
YS	06/25/2026	Populate table of contents and authorities for Motion for Final Approval	1.00	\$250.00	\$250.00
KN	06/26/2026	Review and revise draft declaration ISO motion; review billing for accuracy and correct issues	1.50	\$950.00	\$1,425.00
KN	06/29/2026	Review and revise motion; finalize motion; revise and finalize proposed order; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00

Quantity Subtotal 234.8

Services Subtotal \$147,938.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/13/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	06/14/2023	Onelegal/Court Filing Fee	1.00	\$17.04	\$17.04

Expense	06/15/2023	Onelegal/Court Filing Fee	1.00	\$123.80	\$123.80
Expense	06/30/2023	KNOX Messenger and Filing Service.	1.00	\$121.15	\$121.15
Expense	07/26/2023	Onelegal/Court Fees	1.00	\$1,492.98	\$1,492.98
Expense	08/18/2023	OneLegal filing fee	1.00	\$13.33	\$13.33
Expense	09/05/2023	KNOX Filing and Messenger Service	1.00	\$148.25	\$148.25
Expense	10/16/2023	OneLegal filing fee	1.00	\$17.04	\$17.04
Expense	11/09/2023	OneLegal filing fee.	1.00	\$15.65	\$15.65
Expense	11/14/2023	OneLegal filing fee.	1.00	\$15.65	\$15.65
Expense	11/17/2023	OneLegal filing fee.	1.00	\$15.65	\$15.65
Expense	12/03/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	01/09/2024	OneLegal filing fee.	1.00	\$38.19	\$38.19
Expense	01/27/2024	Onelegal filing fee	1.00	\$19.10	\$19.10
Expense	02/03/2024	KNOX Filing and Messenger Service	1.00	\$160.75	\$160.75
Expense	02/17/2024	OneLegal filing fee.	1.00	\$17.71	\$17.71
Expense	04/02/2024	One Legal - Stipulation to stay pending mediation	1.00	\$40.25	\$40.25
Expense	06/14/2024	Mediation Fees - Tagore Subramaniam	1.00	\$8,500.00	\$8,500.00
Expense	06/27/2024	OneLegal filing fee.	1.00	\$39.84	\$39.84
Expense	08/12/2024	One Legal/Court Fees	1.00	\$21.57	\$21.57
Expense	08/12/2024	One Legal/Court Fees	1.00	\$180.16	\$180.16
Expense	08/15/2024	One Legal/Court Fees	1.00	\$15.39	\$15.39
Expense	08/15/2024	One Legal/Court Fees	1.00	\$102.95	\$102.95
Expense	08/16/2024	One Legal/Court Fees	1.00	\$21.57	\$21.57
Expense	08/17/2024	One Legal/Court Fees	1.00	\$81.02	\$81.02
Expense	08/19/2024	One Legal/Court Fees	1.00	\$82.57	\$82.57
Expense	08/19/2024	One Legal/Court Fees	1.00	\$102.95	\$102.95
Expense	09/06/2024	One Legal/Court Fees	1.00	\$39.84	\$39.84
Expense	09/10/2024	KNOX filing and messenger service	1.00	\$210.00	\$210.00
Expense	09/13/2024	KNOX filing and messenger service	1.00	\$150.50	\$150.50
Expense	11/07/2024	Berger Consulting Fees.	1.00	\$9,790.00	\$9,790.00
Expense	12/06/2024	Expert Fees - Creal & Creal	1.00	\$811.75	\$811.75

Expense	01/09/2025	KNOX Filing and Messenger Service	1.00	\$1,759.25	\$1,759.25
Expense	07/01/2025	Onelegal filing fee	1.00	\$19.82	\$19.82
Expense	09/02/2025	Onelegal filing fee	1.00	\$17.50	\$17.50
Expense	09/10/2025	Document retrieval fee	1.00	\$7.50	\$7.50
Expense	10/03/2025	One Legal - Joint CMS	1.00	\$17.50	\$17.50
Expense	10/28/2025	Document retrieval fee: Minute Order for 10-9-25 Case Management Conference	1.00	\$7.50	\$7.50
Expense	11/13/2025	One legal filing charge - motion	1.00	\$82.81	\$82.81
Expense	11/13/2025	One legal filing charge	1.00	\$19.82	\$19.82
Expense	11/13/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	11/14/2025	One legal charge	1.00	\$61.95	\$61.95
Expense	01/20/2026	One legal filing charge	1.00	\$20.91	\$20.91
Expense	01/22/2026	One legal charge	1.00	\$93.15	\$93.15
Expense	01/30/2026	One legal filing charge	1.00	\$20.91	\$20.91
Expense	06/29/2026	One legal filing charge - motion	1.00	\$82.81	\$82.81
Expenses Subtotal				\$24,797.88	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	7.0	\$895.00	\$6,265.00
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Ricardo Ehmann	16.35	\$675.00	\$11,036.25
Randy Hy	4.4	\$675.00	\$2,970.00
Christine LeVu	35.2	\$750.00	\$26,400.00
Kyle Nordrehaug	38.35	\$950.00	\$36,432.50
Victoria Rivapalacio	27.0	\$750.00	\$20,250.00
Andrew Ronan	26.1	\$550.00	\$14,355.00
Adolfo Sanchez Contreras	29.4	\$250.00	\$7,350.00
Brooke Waldrop	11.7	\$750.00	\$8,775.00
Yesenia Silva	17.9	\$250.00	\$4,475.00
Quantity Total			234.8
Subtotal			\$172,736.63

Total \$172,736.63

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/29/2026	\$172,736.63	\$0.00	\$172,736.63
Outstanding Balance				\$172,736.63
Total Amount Outstanding				\$172,736.63

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			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 (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

AMY GORDON, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

SUMMIT MEDICAL STAFFING LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 0-2025-01468470-CU-OE-CXC

**DECLARATION OF AMY GORDON IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: December 12, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. William Claster
Dept: CX101

Date Filed: April 17, 2023
FAC Filed: January 16, 2024

**DECLARATION OF AMY GORDON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

1 I, Amy Gordon, declare as follows:

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

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

8 3. During the class period I worked as a Mammography Technologist for the Defendant
9 Summit Medical Staffing, LLC ("Summit") ("Defendant") in California and during that time
10 period I was classified by Defendant as a non-exempt employee.

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

17 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
18 because I felt that my legal rights as an employee and others like me were violated. For example, I
19 often did not receive compliant meal and rest breaks, which were late, interrupted or missed
20 entirely. Numerous times I was even required to clock out and continue to work during what
21 should have been my off-duty meal period. Despite these issues with my meal periods and rest
22 breaks, Defendant did not pay me any meal or rest period premiums.

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

28
DECLARATION OF AMY GORDON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 up with the developments in the case which I understood was one of my duties as a class
2 representative. I would also contact my attorneys from time to time if I had any questions about
3 the case.

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

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

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

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

25 11. A mediation took place on October 30, 2024 with Tagore Subramaniam, Esq., a well-
26 respected and experienced mediator of wage and hour class actions. After the mediation the parties
27 were able to come to an agreement to settle the action based on a mediator's proposal. I

28
DECLARATION OF AMY GORDON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 communicated with my attorneys regarding the terms of the settlement which was reached
2 between the parties and understood that I was representing absent class members and therefore
3 wanted the best possible result to be obtained for the class members and I believe a very positive
4 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
5 Understanding on January 10, 2025.

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

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

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

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

27 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my
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DECLARATION OF AMY GORDON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

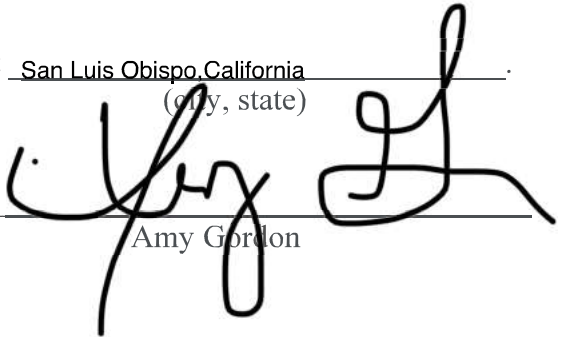
1 employer, the exposure to being responsible for paying Defendant's costs in the event we did not
2 win the case, the reputational risk that future employers may hold this lawsuit against me, the
3 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
4 Class Representative service payment is fair and reasonable.

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DECLARATION OF AMY GORDON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

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4 Executed on 10/09/2025, at San Luis Obispo, California
5 (city, state)

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7 Amy Gordon
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28 DECLARATION OF AMY GORDON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT