

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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

Attorneys for Plaintiffs

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

DARAPHONE SIMMA and WENDY
SANTOS, individuals, on behalf of
themselves and on behalf of all persons
similarly situated, and on behalf of the State
of California, as private attorney general,

Plaintiffs,

vs.

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

Defendants.

CASE NO.: **30-2023-01342539-CU-OE-CXC**

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

Hearing Date: January 15, 2026
Hearing Time: 2:00 p.m.
Reservation No. 74628324

Judge: Hon. Layne H. Melzer
Dept.: CX102

Action Filed: August 15, 2023
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Biosense Webster, Inc.
9 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant in California and classified as a non-exempt employee at any time during the Class
13 Period”, which is August 15, 2019 through either: (i) September 19, 2024, or (ii) the latest date
14 when there are no more than 61,600 Workweeks collectively worked by the Class Members,
15 whichever of these two dates occurs later; (3) provisionally appointing Plaintiffs as the
16 representatives of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R.
17 Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, Sergio J. Puche, Trevor G Moran of
18 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and
19 method for providing class-wide notice; (6) directing that notice of the proposed settlement be
20 given to the class; (7) appointing ILYM Group, Inc. as Administrator; and (8) scheduling a final
21 approval hearing date for June 4, 2026 to consider Plaintiffs’ motion for final approval of the
22 settlement and for approval of attorneys’ fees and expenses. Attached hereto as Exhibit #1 is a
23 copy of the fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along
24 with the exhibits thereto. The form of the Agreement is based upon the Los Angeles County
25 Superior Court model form for a class and PAGA settlement. This Declaration incorporates by
26 reference the definitions in the Agreement, and all terms defined therein shall have the same
27 meaning as set forth in the Agreement.

1
2 Fairness of Settlement

3 3. As consideration for this Settlement, the Gross Settlement Amount is One Million
4 Eight Hundred Thousand Dollars (\$1,800,000) (the “Gross Settlement Amount”) to be paid by
5 Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues
6 pending in the Action between the Parties and will be made in full and final settlement of the
7 Released Class Claims in exchange for the payments to Participating Class Members from the Net
8 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys’
9 fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment
10 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The
11 following is a table of the key financial terms of the Settlement and the proposed deductions:

12 **\$1,800,000** (Gross Settlement Amount)

- 13 - \$20,000 (Plaintiffs’ proposed service awards - not to exceed \$10,000 each)
14 - \$30,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
15 - \$600,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
16 - \$40,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
17 - \$8,500 (Administration Expenses Payment - not to exceed amount)

18 **\$1,101,500** (Net Settlement Amount)

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

25 5. On June 19, 2024, the Parties participated in an all-day mediation session presided
26 over by Kevin Barnes, a respected and experienced mediator of wage and hour class actions. In
27 preparation for the mediation, Defendant provided Class Counsel with payroll and employment data
28 and other information regarding the Class Members, various internal documents, and other

1 compensation and employment-related materials. Class Counsel analyzed the data with the
2 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
3 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
4 for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is
5 fair, reasonable and adequate.

6 6. Based upon 450 Class Members who collectively worked 56,000 Workweeks
7 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of approximately
8 \$4,000 per Class Member and \$32 per Workweek and after deductions the Net Settlement Amount
9 provides an average recovery of approximately \$2,447.77 per Class Member and a recovery of
10 \$19.66 per Workweek. The calculations to compensate for the amount due for the Class at the time
11 of the mediation were calculated by Berger Consulting, Plaintiffs' damages expert. As to the Class
12 whose claims are at issue, Plaintiffs used the expert to analyze the data and determine the potential
13 unpaid wages for the employees. The maximum potential damages as calculated by Plaintiffs'
14 expert were calculated to be \$66,240 for the alleged unpaid wages due to rounding, \$394,056 for
15 the alleged unpaid overtime wages due to the miscalculation of the regular rate, \$2,098,449 for the
16 alleged unpaid wages due to off-the-clock work based upon 1 hour per week, \$102,195 in alleged
17 underpaid meal premiums and sick pay due to the miscalculation of the regular rate, \$4,272,783 for
18 alleged meal period damages based upon a 66% potential violation rate observed in the time records
19 for shifts worked and after deducting meal premiums already paid by Defendant, \$4,555,687 for
20 alleged rest period damages based upon the same 66% potential violation rate observed in the time
21 records for meal periods., and \$63,605 for alleged unreimbursed business expenses for personal cell
22 phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant
23 was subject to a maximum damage claim in the amount of \$11,551,716. As to potential penalties,
24 Plaintiffs calculated that potential waiting time penalties were a maximum of between \$756,555 and
25 \$1,187,792, depending on the predicate violation, and potential wage statement penalties were
26 \$1,092,000. Defendant vigorously disputed Plaintiffs' calculations and exposure theories.
27 Consequently, the Gross Settlement Amount of \$1,800,000 represents more than 15.5% of the
28 maximum value of the alleged damages at issue in this case at the time this Settlement was

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

10 **A. Class Size, Payroll and Timekeeping Data.** As to the Class size, Defendant
11 provided the data points before the mediation as to the number of employees
12 in the class (396) and the number of workweeks (50,000).² In addition,
13 Defendant provided a 20% sampling of time and payroll data for the Class.
14 Plaintiff received and Plaintiffs' expert analyzed time punch data which
15 covered 85 employees during the period 8/15/2019 to 2/8/2024 and payroll
16 data which covered 79 employees and 9,766 workweeks from 8/15/2019 to
17 4/4/2024. As such, for mediation Plaintiffs' expert extrapolated this 20%
18 data to cover the entire class. The time punch data covered 43,039 shifts
19 worked and 9,766 work weeks. This means that Plaintiffs' expert analyzed
20 time and payroll data covering 43,039 shifts (out of a total of 220,451 shifts)

23 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
24 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
25 PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

26 ² These were the figures used for mediation as of June 2024. The final class figures increased
27 slightly because the class period to September 19, 2024, or the latest date when there are no more
28 than 61,600 Workweeks. Thus, an increase of 10% was an anticipated part of the negotiations, and
 any workweek increase is subject to the ten percent threshold in the escalator provision.
 (Agreement at ¶9.)

1 which sampling was spread out over nearly the entire class period. The
2 average hourly rate is \$28.44 and is based on the pay data.

3 **B. Alleged Miscalculation of the Regular Rate for Overtime.** The following
4 additional remunerations were not fully incorporated in the regular rate for
5 paying overtime: SHIFT PREMIUM (308 payments, \$29,044 total), SIGN
6 ON BONUS (3 payments, \$20,000 total), PATENT BONUS (5 payments,
7 \$8,000 total), ENCORE AWARD (14 payments, \$4,350 total),
8 COMMISSION NON SP (1 payment, \$1,500), RECRUITMENT AWARD
9 (1 payment, \$1,500), COMMISSION SP (1 payment, \$1,500), LUMP SUM
10 MERIT INCREASE (2 payments, \$5,255 total), ANNUAL BONUS - US
11 (202 payments, \$784,377 total), RETENTION BONUS (9 payments,
12 \$153,908 total), Inspire Cash US (44 payments, \$51,500 total), Inspire Points
13 US - Gross (382 payments, \$85,156 total). 77% of employees and 48.8% of
14 pay periods had overtime paid and any of the remunerations earned. The
15 damages are calculated as the differences between the overtime earnings
16 assuming all remunerations were incorporated in the regular rate and the
17 actual payouts. The alleged unpaid wages from the miscalculation of the
18 regular rate applicable to overtime pay was calculated to total \$394,056.

19 **C. Alleged Miscalculation of the Regular Rate for Meal Premiums and Sick**
20 **Pay.** The remunerations above were also not included in the regular rate for
21 paying sick pay and meal premiums. 84.7% of employee and 7.7% of pay
22 periods have sick pay and any of the remunerations earned. 45.9 % of
23 employee and 2.9% of pay periods have meal premiums and any of the
24 remunerations earned. The damages are calculated as the differences
25 between the earnings assuming meal premiums and sick pay are paid
26 properly at the regular rate incorporating all the remunerations above and the
27 actual payouts. The alleged underpaid wages from the miscalculation of the
28

regular rate applicable to meal premiums and sick pay was calculated to total \$102,195.

D. Alleged Off-The-Clock Work. The off-the-clock claim is based on allegations that Defendant's practices required pre-shift work activities before logging in at the time clock such as COVID checks or clock in delays, which is alleged to be uncompensated work time. Off-the-Clock damages assume employees were not paid 1 hour per workweek (91.7% are assume overtime). As a result, the maximum value of the claim for unpaid wages due to alleged off-the-clock work was \$2,098,449.

E. Alleged Unpaid Wages Due to Rounding. By comparing time data to payroll data, there appears to be quarter hour rounding. There is a net total of 6,911 hours underpaid due to rounding and 1.9 minutes underpaid per shift on average. 21.5% of employees were net overpaid by rounding and 70.9% were net underpaid. 28.9% of pay periods were overpaid and 57.6% were underpaid by rounding. The maximum unpaid wages due to rounding were calculated to be \$66,240.

F. Alleged Meal Period Violations. The meal period claim is based upon the analysis of time punch records reflect a potential meal break violation rate in 66% of all shifts (138,982 unique potential violations out of 209,574 shifts greater than 6 hours). The pay data reflects meal break premiums paid for 2,124 instances, therefore roughly 1.5% of facial violations have had a premium paid. The 138,982 meal break violations include 97,624 late (after 5th hour), 4,024 missed (for shifts greater than 6 hours), 87,108 short (under 30 minutes), and 3,999 missed 2nd meal breaks (for shifts greater than 12 hours). The damages for a missed period is one hour of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages for alleged meal period violations using the 66% potential violation rate, and after deducting premiums paid of \$68,549, were estimated to be \$4,272,78.

- 1 **G. Alleged Rest Period Violations.** The rest period claim is difficult to
2 calculate because California law does not require rest periods to be recorded.
3 For this claim, Plaintiffs used the same 66% violation assumption observed
4 for meal breaks based upon the fact that the circumstances resulting in the
5 meal period violation could likewise result in a similar failure to provide off
6 duty rest periods. This likely overstates the rest period claim value as there
7 were likely some times a rest period was taken by Class Members even
8 where a meal period was missed given the rest periods are easier to take. The
9 damages for a missed period is one hour of pay under Labor Code §§266.7
10 and 512. As a result, the maximum potential damages for alleged rest period
11 violations using a 66% violation rate were estimated to be \$4,555,687.
- 12 **H. Alleged Business Expenses Reimbursement.** The expense reimbursement
13 claim was based upon the personal cellphone usage for work purposes. The
14 value of this claim used was \$5 per month over 12,661 months to calculate
15 that the maximum potential damages for the alleged failure to reimburse
16 business expenses were \$63,605.
- 17 **I. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated
18 assuming 157 terminated employees x 30 days x (8 hours per day x average
19 rate of pay + 0.6 hours per day x 1.5 x average rate of pay). An alternate
20 Waiting Time Penalty was calculated for 100 terminated employees with
21 alleged regular rate of pay issues. As such, the maximum value of the
22 potential waiting time penalties were calculated to be between \$756,555 and
23 \$1,187,792, depending on the predicate violation.
- 24 **J. Alleged Wage Statement Penalties.** Wage Statement Penalties are
25 calculated at \$50 for the initial violation and \$100 for each subsequent
26 violation with a max of \$4,000 per employee, assuming 100% violation rate.
27 The Wage Statement claim is predicated and is derivative of the above
28 claims, so the maximum valuation assumed there was a violation in every pay

1 period within the applicable one-year statute of limitation. The maximum
2 value of the potential wage statement penalties were therefore calculated to
3 be \$1,092,000.

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

9
10 Procedural History of the Litigation

11 7. On July 25, 2023, Plaintiff Simma filed with the LWDA and served on Defendant a
12 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
13 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA
14 Notice by Plaintiff Franco is attached hereto as Exhibit #3 for the Court's reference.

15 8. On August 15, 2023, Plaintiff Franco filed a class action Complaint against
16 Defendant in the Superior Court of the State of California, County of Orange ("Class Action"). This
17 Class Action Complaint asserted class claims against Defendant for: (1) unfair competition in
18 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation
19 of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation
20 of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
21 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
22 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
23 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
24 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when
25 due in violation of California Labor Code §§ 201, 202; and, (9) failure to pay sick pay wages in
26 violation of California Labor Code §§ 201-204, 233, and 246. On January 2, 2024, Plaintiff Simma
27 filed a First Amended Complaint, removing class allegations pertaining to an alleged failure to
28 provide seating. On October 23, 2023, Plaintiff Simma filed a separate Representative Action

1 Complaint against Defendant (the "PAGA Action"). Plaintiff Simma's Representative Action
2 Complaint asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et*
3 *seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a),
4 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
5 Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8,
6 Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

7 9. As part of the Agreement, and for settlement purposes only, the Parties stipulated to
8 the filing of a Second Amended Class and Representative Action Complaint in the Class Action that
9 adds: (1) Wendy Santos as an additional plaintiff and Class Representative, (ii) the alleged facts and
10 theories of liability raised by Class Counsel at mediation, namely that Class Members' overtime
11 wages, double time wages, meal period premiums, rest period premiums, reporting time pay, and
12 paid sick leave were not calculated at the regular rate of pay when taking into account all types of
13 remuneration including, but not limited to, incentives, shift differential pay, and bonuses, and (iii)
14 the claims and parties from Plaintiff Simma's second-filed PAGA Action. The Second Amended
15 Class and Representative Action Complaint was filed on November 14, 2024 and is the operative
16 complaint in the Action (the "Operative Complaint"). Subsequently, on April 30, 2025, the PAGA
17 Action was dismissed without prejudice.

18 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
19 including both formal and informal discovery, the production of documents, class data, and other
20 information, allowing for the full and complete analysis of liabilities and defenses to the claims in
21 the Action. Plaintiffs' investigation included the production and analysis of hundreds of pages of
22 documents. The information for mediation obtained by Plaintiffs included: (1) data concerning the
23 class; (2) time data for 79 employees, 9,766 workweeks, and 43,039 shifts from 8/15/2019 to
24 4/4/2024, and pay data for 85 employees and 9,956 pay periods from 8/15/2019 to 2/8/2024; (3)
25 Defendant's wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of
26 wage statements provided by Defendant. As such, Class Counsel received the data and information
27 for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for
28 the Class.

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

7 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
8 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
9 documents and information in connection with the Action. On June 19, 2024, the Parties
10 participated in an all-day mediation presided over by Kevin Barnes, a respected and experienced
11 mediator of wage and hour representative and class actions.. Following the mediation, the Parties
12 agreed on the basic terms of a settlement pursuant to a mediator's proposal which was memorialized
13 in the form of a Memorandum of Understanding. The Parties then negotiated the final terms of the
14 settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
15 contentious.

16 13. Although a settlement has been reached, Defendant denies any liability or
17 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
18 any purpose other than settlement, the Actions are appropriate for class and/or representative
19 treatment. Defendant contends, among other things, that it has complied at all times with the
20 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
21 Defendant contends that class certification is inappropriate for any reason other than for settlement.
22 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
23 that the Action is appropriate for class certification on the basis that the claims meet the requisites
24 for class certification. Without admitting that class certification is proper, Defendant has stipulated
25 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The
26 Parties agree that certification for settlement purposes is not an admission that class certification is
27 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that
28 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the

1 Parties stipulate and agree that the requisites for establishing class certification with respect to the
2 Class are satisfied.

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

15
16 Settlement Terms and Plan of Allocation

17 15. The Gross Settlement Amount is One Million Eight Hundred Thousand Dollars
18 (\$1,800,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
19 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
20 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
21 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
22 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
23 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
24 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

25 16. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
26 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
27 Administrator no later than 21 calendar days after the Effective Date. (Agreement at ¶ 4.3.) The
28 distribution of Individual Class Payments to Participating Class Members along with the other

1 Court-approved distributions shall be made by the Administrator thirty (30) days after the Effective
2 Date. (Agreement at ¶ 5.1.)

3 17. The amount remaining in the Gross Settlement Amount after the deduction of
4 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
5 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
6 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
7 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
8 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
9 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
10 total number of Workweeks worked by all Participating Class Members during the Class Period and
11 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
12 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members can
13 challenge their number of Workweeks.

14 18. Class Members may choose to opt-out of the Settlement by following the directions
15 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
16 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
17 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
18 including those who submit an opt-out request, will still be paid their allocation of the PAGA
19 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their
20 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the
21 Class Members of their right to object to the Settlement and/or dispute their Workweeks.
22 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

23 19. A Participating Class Member must cash his or her Individual Class Payment check
24 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
25 180 days will be voided and any funds represented by such checks to the California Controller's
26 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
27 subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

28 20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to

1 administer the settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator
2 will be paid for settlement administration in an amount not to exceed \$8,500. (Agreement at ¶
3 3.2(c).) A declaration from ILYM Group as to their qualifications and their estimate for this
4 settlement is submitted herewith.

5 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
6 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
7 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
8 Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶
9 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
10 each to the Plaintiffs as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

11 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
12 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
13 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$40,000. (Agreement at ¶
14 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be
15 allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency
16 (“LWDA”) as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to
17 be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay
18 Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service and below, the
19 LWDA has been served with this motion and the Agreement.

20 21 Risks of Continued Litigation and Standards for Approval

22 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
23 litigate and trying class claims against Defendant through possible appeals which could take several
24 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
25 especially in complex class actions such as this action. Class Counsel is also mindful of and
26 recognize the inherent problems of proof under, and alleged defenses to, the alleged claims. Based
27 upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in
28 the Agreement is in the best interest of the Class Members.

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

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

1 certification in wage and hour claims, class certification in this action was hotly disputed and the
2 maintenance of a certified class through trial was by no means a foregone conclusion.

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

6 27. Plaintiffs will apply to the Court for a Class Representative Service Payment in
7 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
8 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel for nearly two
9 years. The Declarations of the Plaintiffs are submitted herewith in support. At this stage, the
10 requested service award amount not to exceed \$10,000 is well within the accepted range of awards
11 for purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S.
12 Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (the requested service awards of \$15,000 each are
13 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
14 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S.
15 Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500); *Louie v. Kaiser Foundation Health Plan,*
16 *Inc.*, 2008 WL 4473183, *7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six
17 plaintiffs); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding
18 \$25,000 service award in overtime class action). As explained in *Glass*, service awards are
19 routinely awarded to class representatives to compensate the employees for the time and effort
20 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
21 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
22 221862 at *16-17. Below, I provided a long list of similar Court-approved service awards, which
23 establishes this not-to-exceed amount is within the range of reasonableness for purposes of
24 preliminary approval.

25 28. The stage of the proceedings at which this Settlement was reached also militates in
26 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
27 conducted a thorough investigation into the facts of the class action. Class Counsel began
28 investigating the Class Members' claims before the Action was filed, and during the course of

1 litigation, Class Counsel performed informal discovery which included the production of hundreds
2 of pages of documents. Class Counsel conducted a review and analysis of the relevant documents
3 and data. Class Counsel was also experienced with the claims at issue here, as Class Counsel
4 previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle
5 did not occur until Class Counsel possessed sufficient information to make an informed judgment
6 regarding the likelihood of success on the merits and the results that could be obtained through
7 further litigation.

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

16
17 Class Certification Issues

18 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
19 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
20 the Court may appropriately approve the Class as defined in the Agreement. This Court should
21 conditionally certify the Class for settlement purposes only, defined as follows:

22 All individuals who are or previously were employed by Defendant in California and
23 classified as a non-exempt employee at any time during the Class Period.

24 (Agreement at ¶ 1.5.)

25 The Class Period is from August 15, 2019 through either: (i) September 19, 2024, or (ii) the latest
26 date when there are no more than 61,600 Workweeks collectively worked by the Class Members,
27 whichever of these two dates occurs later. (Agreement at ¶ 1.13.)

28 a. **Numerosity** - Here, Plaintiffs assert that the 450 current and former

1 employees that comprise the Class can be identified based on Defendant's records and are
2 sufficiently numerous for class certification.

3 b. **Common Issues Predominate** - Plaintiffs contend that common questions of
4 law and fact are present, specifically the common questions of whether Defendant's employment
5 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,
6 whether Defendant miscalculated the regular rate when paying wages to the Class, whether Class
7 Members were lawfully compensated for all hours worked, whether Defendant failed to provide
8 required expense reimbursement, and whether Class Members are entitled to damages and penalties
9 as a result of these practices. Plaintiffs contend that certification of this Class is appropriate
10 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a
11 result, these common questions of liability could be answered on a class wide basis.

12 c. **Typicality** - In this case, Plaintiffs contends that the typicality requirement is
13 fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant
14 during the Class Period, and, like every other member of the Class, was subject to the same
15 employment practices. Plaintiffs, like every other member of the Class, also claim owed
16 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
17 claims of Plaintiffs and the members of the Class arise from the same course of conduct by
18 Defendant, involve the same issues, and are based on the same legal theories.

19 d. **Adequacy** - Plaintiffs contends that the Class Members are adequately
20 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
21 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
22 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
23 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
24 communicated with Class Counsel, provided documents and information to Class Counsel, and
25 participated in the investigation and resolution of the class claims. The personal involvement of the
26 Plaintiffs was essential to the prosecution of the claims and the monetary settlement reached.
27 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
28 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and

1 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
2 set of facts and legal theories.

3 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
4 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
5 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
6 experience. We have handled a number of class actions and complex cases and have acted both as
7 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
8 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
9 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
10 employment law class actions, including claims for misclassification, overtime, expense
11 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
12 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
13 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
14 adequate counsel by the courts throughout California. We have been approved as experienced class
15 counsel by both state and federal courts in California in contested class certification proceedings. A
16 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
17 settlement is defined as "all individuals who are or previously were employed by Defendant in
18 California and classified as a non-exempt employee at any time during the Class Period." I have
19 reviewed my firm's cases and representation of other plaintiffs and there is no conflict or
20 representation which would prevent my firm from representing the interests of the Class this case.
21 My firm only represents employees, and not employers. My firm has never represented Defendant
22 nor any affiliate of the Defendant. My firm's only interest in the subject matter of this litigation is
23 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
24 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
25 other employees and classes as the claims are all against different and distinct employers. I can
26 think of no conflict that would arise in our representation of the Class and our adequate
27 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
28 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any

1 affiliation with the Administrator for this settlement. Thus, the adequacy requirement for my firm
2 is satisfied.

3 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
4 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
5 *“A”* to the Agreement.) The Class Notice will include, among other information: (i) information
6 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
7 including a description of the applicable release; (iii) information to the Class Members regarding
8 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
9 each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the
10 amount of the Plaintiffs’ service award requested; and (vi) the anticipated expenses of the
11 Administrator. The Class Notice Packet will include a Request for Exclusion form and a Dispute
12 form in the mailing. (Agreement at ¶ 1.12.) The Parties determined that the Class Notice need only
13 be provided in English as the Class Members can read and understand English. The Class Notice
14 will state that the Class Members shall have sixty (60) days from the date that the Class Notice is
15 mailed to them (the “Response Deadline”) to request exclusion (opt-out) or to submit a written
16 objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the opportunity to object
17 to the Settlement and/or requests for attorneys’ fees and expenses and to appear at the Final
18 Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper
19 request to opt-out will automatically receive a payment of their Individual Class Payment. This
20 notice program was designed to meaningfully reach the Class Members and it advises them of all
21 pertinent information concerning the Settlement.

22
23 33. The PAGA Claim -

24 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
25 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
26 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
27 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
28 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of

1 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
2 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
3 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
4 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
5 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
6 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
7 class members." (LWDA Response at p.4).

8 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
9 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
10 \$1,005,000 and \$2,010,000 for a single violation in every one of the 20,100 pay periods at issue in
11 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
12 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
13 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
14 per pay period but without stacking.³ The PAGA Penalties allocation in the Settlement is the
15 amount of \$40,000. This allocation is justified by several important considerations. First, the
16 PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant
17 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
18 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should
19 be awarded, and I am aware of one Court which has so ruled. These additional defenses present a
20 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
21 awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed
22 a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
23 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where
24

25 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$1,005,000 and \$2,010,000 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. Moreover, the recent amendments
to the PAGA statutes cast further doubt on whether stacking is permitted.

1 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 20,100 pay
2 periods were established, using the valuation from *Carrington* results in a potential recovery of only
3 \$100,500 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
4 percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the
5 Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

6 c. **Individual PAGA Payments.** The number of Aggrieved Employees are
7 236 who worked an estimated 20,100 pay periods in the PAGA Period. The PAGA Penalties are
8 \$40,000, which means the 25% payable to the Aggrieved Employees is \$10,000, and the remaining
9 75% is paid to the LWDA. Using these figures, the average Individual PAGA Payment of an
10 Aggrieved Employee is \$42.37 and the net payment per PAGA Pay Period is \$0.49 per pay period.

11 d. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
12 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
13 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
14 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class
15 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
16 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
17 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
18 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
19 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
20 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
21 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
22 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
23 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
24 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
25 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
26 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
27 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
28 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*

1 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
2 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
3 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
4 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
5 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
6 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
7 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
8 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
9 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
10 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
11 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
12 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
13 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
14 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
15 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
16 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
17 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
18 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
19 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
20 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
21 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
22 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
23 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
24 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
25 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
26 0.34% of \$1,450,000 settlement amount).

27
28 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the

1 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
2 reasonable, and at the time of final approval, my firm will present lodestar to further support the
3 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
4 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
5 of the class action awards obtained by Class Counsel in similar employment actions throughout the
6 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
7 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
8 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
9 award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour*
10 *Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class
11 Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v.*
12 *Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman
13 awarded Class Counsel a one-third award in a wage and hour class settlement. On April 15, 2021,
14 in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No.
15 BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class
16 settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No.
17 BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour
18 class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior
19 Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and
20 hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San
21 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee
22 award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour*
23 *Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
24 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*,
25 (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
26 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et*
27 *al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E.
28 Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v.*

1 *S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
2 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
3 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
4 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
5 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
6 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
7 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
8 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge
9 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February
10 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
11 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
12 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
13 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
14 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
15 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
16 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
17 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a
18 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
19 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
20 approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
21 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge
22 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November
23 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No.
24 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
25 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County
26 Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a
27 wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center*
28 (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a

1 one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific*
2 *Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman
3 approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry*
4 *v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge
5 Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17,
6 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655),
7 Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On
8 February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No.
9 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
10 settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court
11 Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and
12 hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in
13 light of the fees that have been awarded in other similar cases.

14
15 35. Class Representative Service Payments - The reasonableness of the requested service
16 award is also established by reference to the amounts that other California courts have found to be
17 reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*,
18 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards
19 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS
20 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1*
21 *Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of
22 \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal.
23 Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action);
24 *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
25 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366
26 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in
27 lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-
28 *52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v.*

1 *Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7,
2 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197
3 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
4 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
5 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
6 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000
7 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
8 (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
9 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
10 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
11 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman*
12 *v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
13 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
14 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
15 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
16 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
17 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
18 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
19 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
20 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
21 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*
22 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
23 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
24 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
25 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
26 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment*
27 *Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding
28 \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa

1 Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v.*
2 *Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13,
3 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV
4 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally*
5 *Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6,
6 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No.
7 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v.*
8 *R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16,
9 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
10 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v.*
11 *BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
12 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No.
13 BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000
14 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457
15 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*,
16 U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding
17 \$10,000 service award).

18
19 36. Potentially Related Other Actions - I am unaware of any other related cases pending
20 against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.10.) I have
21 searched the LWDA database which evidences that there are no other currently pending PAGA
22 notices served against Defendant (other than the PAGA Notice served by Plaintiff Simma here).

23
24 37. Administration - After seeking bids from qualified administrators, the estimate from
25 ILYM Group was selected, as it provided for an estimate of \$7,500 to perform the settlement
26 administration for a Class of up to 500 with any difference between the actual expenses and the budget
27 of \$8,500 to be retained in the Net Settlement Amount for distribution to the Class. I have used
28 ILYM Group successfully as the administrator in more than twenty class settlements in the last few

1 years and know them to be competent and experienced. My firm has no relationship or connection
2 with ILYM Group, and thus no conflict of interest exists. Submitted herewith is a true and correct
3 copy of the Declaration of Anthony Rogers from ILYM Group which establishes its experience and
4 security procedures, and also attaches the estimate for administration.

5
6 Service on the LWDA:

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

10
11 Defendant's Declaration Under Paragraph 7.1:

12 40. Defendant has provided the Declaration of Kevin D. Sullivan in compliance with
13 paragraph 7.1 of the Agreement. The Declaration of Kevin D. Sullivan confirms that Defendant
14 does not have any conflicts with the Administrator and that Defendant is not aware of any other
15 actions that would be adversely affected by this settlement. A copy of the Declaration of Kevin D.
16 Sullivan is attached hereto as Exhibit #4.

17
18 41. Final Approval Hearing. Plaintiff proposes a Final Approval Hearing date of June 4,
19 2026, which is four months from the date of the Preliminary Approval Order.

20
21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed this 7th day of August, 2025, at La Jolla, California.

23
24 By: /s/ Kyle Nordrehaug
25 Kyle Nordrehaug
26
27
28

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Daraphone Simma and Wendy Santos (“Plaintiffs”) and defendant Biosense Webster, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” collectively means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned: (1) *Daraphone Simma v. Biosense Webster, Inc.*, Case No. 30-2023-01342539-CU-OE-CXC, initiated on August 15, 2023, and pending in the Superior Court of the State of California, County of Orange; and (2) *Daraphone Simma v. Biosense Webster, Inc.*, Case No. 30-2023-01356697-CU-OE-CXC, PAGA Notice sent on July 25, 2023, filed on October 23, 2023, and pending in the Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran 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 during the Class Period and PAGA Period (if any).
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator) along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.13. “Class Period” means the period of time from August 15, 2019 through either: (i) September 19, 2024, or (ii) the latest date when there are no more than 61,600 Workweeks collectively worked by the Class Members, whichever of these two dates occurs later.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment(s)” means the service payment(s) made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all known and unknown claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Orange.
- 1.17. “Defendant” means Biosense Webster, Inc.
- 1.18. “Defense Counsel means Michael S. Kun and Kevin D. Sullivan of Epstein Becker & Green, P.C.

- 1.19. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after notice of entry of the judgment is submitted to the LWDA in accordance with Labor Code section 2699, subdivision (1)(3); (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Eight Hundred Thousand Dollars (\$1,800,000) 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 Workweeks 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, subdivision (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (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 Workweek” means any Workweek 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 July 25, 2022 through the end date of the Class Period.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Simma’s July 25, 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 (\$10,000) and the 75% to LWDA (\$30,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Daraphone Simma and Wendy Santos, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, losses, attorneys’ fees, and costs alleged in the Operative Complaint or that could have been asserted in this Action based on the facts alleged in the Operative Complaint, including: (a) any alleged failure by Defendant to (1) pay Class Members all regular and minimum wages purportedly due; (2) pay Class Members all overtime and double time wages purportedly due; (3) provide Class Members with

compliant meal periods or sufficient compensation in lieu thereof; (4) provide Class Members with compliant rest periods or sufficient compensation in lieu thereof; (5) provide Class Members with compliant, accurate wage statements; (6) timely pay Class Members all wages purportedly due during or at the end of employment, including but not limited to vested paid time off and holiday pay; (7) reimburse Class Members for all purportedly necessary business expenses; (8) provide Class Members adequate and proper paid sick leave; (9) provide Class Members with all reporting time pay purportedly due; and (10) provide Class Members with suitable seating; (b) any right or claim for unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(10) above; and (c) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in the Operative Complaint and addressed in (a)(1) through (a)(10) above, including violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802, as well as the corresponding provisions of the applicable Wage Order(s), and any and all corresponding claims brought and that could have been brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201, *et seq.* based on the facts alleged in the Operative Complaint and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* (9th Cir. 2018) 899 F.3d 1106, 1110–11 [holding opt-out release of California state law claims was res judicata against FLSA claims “which were direct federal law counterparts to the state law claims settled”]; accord, *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 539–541 [affirming release of FLSA claims]; *Richardson v. Wells Fargo Bank, N.A.* (5th Cir. 2016) 839 F.3d 442, 451–52 [plaintiff who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including release of FLSA claims]. 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 insurance, social security benefits, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

- 1.39. “Released PAGA Claims” means any and all rights or claims for statutory penalties, attorneys’ fees, and costs pursuant to PAGA arising under the California Labor Code or Wage Orders alleged in Plaintiffs’ PAGA Notice or that could have been asserted in the Action based on the facts alleged in the PAGA Notice which occurred during the PAGA Period, including: (a) any alleged failure by Defendant to (1) pay Aggrieved Employees all regular and minimum wages purportedly due; (2) pay Aggrieved Employees all overtime and double time wages purportedly due; (3) provide Aggrieved Employees with compliant meal periods or sufficient compensation in lieu thereof; (4) provide Aggrieved Employees with compliant rest periods or sufficient compensation in lieu thereof; (5) provide Aggrieved Employees with compliant, accurate wage statements; (6) timely pay Aggrieved Employees all wages purportedly due during or at the end of employment, including but not limited to vested paid time off and holiday pay; (7) reimburse Aggrieved

Employees for all purportedly necessary business expenses; (8) provide Aggrieved Employees adequate and proper paid sick leave; (9) provide Aggrieved Employees with all reporting time pay purportedly due; and (10) provide Aggrieved Employees with suitable seating; and (b) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in Plaintiffs' PAGA Notice and addressed in (a)(1) through (a)(10) above, including violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802, as well as the corresponding provisions of the applicable Wage Order(s), expressly excluding all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security benefits, and workers' compensation.

- 1.40. "Released Parties" means: Defendant and all of its present and former parent entities, subsidiaries, and/or affiliates, predecessors and successors, as well as all of its or their present or former divisions, affiliates, former and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, and each and all of the foregoing persons' heirs, assigns, executors, administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf of any of them, or any individual or entity that could be liable for any of the released claims.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the 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 performed work for Defendant as a Class Member for at least one day.

2. RECITALS

The Class Action

2.1. On August 15, 2023, Plaintiff Simma commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Orange (the “Class Action”). Plaintiff Simma’s Class Action Complaint asserted the following causes of action against 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) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On January 2, 2024, Plaintiff Simma filed a First Amended Complaint, removing class allegations pertaining to an alleged failure to provide seating under California Code of Regulations, Title 8, Section 10080(14).

2.3. On February 12, 2024, Defendant filed an Answer to the First Amended Complaint.

The PAGA Action

2.4. On October 23, 2023, Plaintiff Simma filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff Simma’s Representative Action Complaint asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

2.5. On February 12, 2024, Defendant filed an Answer to the Representative Action Complaint.

Pleading Amendment

2.6. As part of this Agreement, the Parties stipulate to the filing of a Second Amended Class and Representative Action Complaint in the Class Action that adds: (1) Wendy Santos as an additional plaintiff and Class Representative, (ii) the alleged facts and theories of liability raised by Class Counsel at mediation, namely that Class Members' overtime wages, double time wages, meal period premiums, rest period premiums, reporting time pay, and paid sick leave were not calculated at the regular rate of pay when taking into account all types of remuneration including, but not limited to, incentives, shift differential pay, and bonuses, and (iii) the claims and parties from Plaintiff Simma's second-filed PAGA Action. The Second Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"), which was filed on November 14, 2024. Plaintiffs will subsequently dismiss the separate PAGA Action without prejudice.

Mediation and Settlement

2.7. On June 19, 2024, the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

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

2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending wage and hour or PAGA matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,800,000 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 employer-side payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

(a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$600,000, and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released

Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$8,500 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 \$8,500, 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 \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Workweeks worked by all Aggrieved Employees during the PAGA Period. 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, accountable expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will

be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Workweeks. Based on its records, Defendant has represented that the Class consists of roughly 450 Class Members from August 15, 2019 through approximately June 15, 2024 who collectively worked a total of approximately 56,000 Workweeks from August 15, 2019 through approximately June 15, 2024 and roughly 236 Aggrieved Employees who worked a total of approximately 20,100 PAGA Workweeks from August 15, 2019 through approximately June 15, 2024. Defendant will notify Class Counsel of the final figures and the Class Period end date prior to the hearing on the Motion for Preliminary Approval.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Thirty (30) days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment,

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

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks 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, subdivision (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff Simma's PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement or the Memorandum of Understanding, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release' shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

6.2. Release by Participating Class Members. Upon full funding of the Gross Settlement Agreement, 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. Upon entry of Final Judgment and funding of the Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

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

- 7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (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, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work

together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the 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, Class Workweeks, and PAGA Workweeks in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts

of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Workweeks and PAGA Workweeks (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall

accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless 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. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Workweeks (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 Class Workweeks and/or PAGA Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Workweeks to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,

and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Class Workweek and/or PAGA Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and/or Aggrieved Employee challenges over the calculation of Class Workweeks and/or PAGA Workweeks. 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 Class Workweeks and/or PAGA Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If the actual number of Workweeks during the Class Period exceeds the 56,000 estimated number by more than 10% (i.e., if there were actually 61,601 Workweeks or more collectively worked by the Class Members during the Class Period), then Defendant will have the option to either: (i) allow the Gross Settlement Amount to increase on a pro rata basis above 10% to the extent the threshold is exceeded (e.g., if the total number of Workweeks during the Class Period is actually 11% more than 56,000 Workweeks, the Gross Settlement Amount shall increase by

1%), or (ii) shorten the Class Period and PAGA Period such that the threshold is not exceeded – i.e., such that there is not an increase in the total number of Workweeks more than 10%.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (I), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 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 Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

13. ADDITIONAL PROVISIONS

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

bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of a mediator and then the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. 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 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Michael S. Kun
Kevin D. Sullivan
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, CA 90067
Tele.: (310) 556-8861
Fax: (310) 553-2165
E-Mail: mkun@ebglaw.com
ksullivan@ebglaw.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under section 583.310 for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this Agreement shall no longer be of any force or effect..

13.20. Arms-Length Settlement. The Parties, Class Counsel and Defense Counsel represent and warrant that they have arrived at this Agreement through arms-length negotiations.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 03/26/2025 
Daraphone Simma (Mar 26, 2025 15:47 PDT)
Plaintiff Daraphone Simma

Dated: 03/26/2025 
Wendy Santos (Mar 26, 2025 18:57 PDT)
Plaintiff Wendy Santos

Dated: March 25, 2025 
Fahmi Nahas
Global Head of Human Resources
For Defendant Biosense Webster, Inc.

Dated: 3/27/25 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: March 26, 2025 
Michael S. Kun
Kevin D. Sullivan
Epstein Becker & Green, 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 ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Simma v. Biosense Webster, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2023-01342539-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 are or previously were employed by Defendant Biosense Webster, Inc. in California and classified as a non-exempt employee at any time during the Class Period (August 15, 2019, through _____).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned 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.

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

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. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	Write to the Administrator about why you do not agree with the settlement 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 _____ a.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne H. Melzer in Department CX102. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On August 15, 2023, Plaintiff Simma filed a lawsuit alleging class claims against Biosense Webster, Inc. (“Defendant”) in the Superior Court of the State of California, County of Orange (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 wages. On January 2, 2024, Plaintiff Simma filed a First Amended Complaint, removing class allegations pertaining to an alleged failure to provide seating under California Code of Regulations, Title 8, Section 10080(14).

Separately, on October 23, 2023, Plaintiff Simma filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff Simma’s Representative Action Complaint asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). On October 20, 2021, the Court signed the Order transferring the PAGA Action to the Orange County Superior Court. On October 21, 2021, Plaintiff Guzman filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (the “Guzman PAGA Action”) also alleging a PAGA claim.

As part of this Settlement, on November 14, 2024, Plaintiffs Daraphone Simma and Wendy Santos (“Plaintiffs”) filed a Second Amended Class and Representative Action Complaint in the Class Action that adds: (i) Wendy Santos as an additional plaintiff and Class Representative, (ii) the alleged facts and theories of liability raised by Class Counsel at mediation, namely that Class Members’ overtime wages, double time wages, meal period premiums, rest period premiums, reporting time pay, and paid sick leave were not calculated at the regular rate of pay when taking into account all types of remuneration including, but not limited to, incentives, shift differential pay, and bonuses, and (iii) the claims and parties from Plaintiff Simma’s second-filed PAGA Action. The Second Amended Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Pursuant to a court order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”) has been reached between Plaintiffs and Defendant. The Honorable David A. Hoffer 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’ 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 is defined as:

All individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the Class Period.

The Class Period is August 15, 2019, through _____.

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, Plaintiffs allege 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 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 or representative 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 Plaintiffs 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 Plaintiffs or the group of individuals that Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 One Million Eight Hundred Thousand Dollars (\$1,800,000) 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 Class 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 \$8,500, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class 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 \$600,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting these claims on behalf of Plaintiffs 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 Payments.* A Class Representative Service Payment in an amount not to exceed \$10,000 each to the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiffs undertook.
- *PAGA Penalties.* A payment of \$40,000 relating to the claim for penalties under PAGA, 75% (\$30,000) of which will be paid to the California Labor Workforce Development Agency ("LWDA"), and 25% (\$10,000) of which shall be distributed as "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 Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Workweeks worked by all Aggrieved Employees during the PAGA Period.
 - The "PAGA Period" is July 25, 2022 to _____.
 - "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. 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, whether or not they submit requests for exclusion from the Settlement.

Calculation of Payments to Class Members ("Individual Class 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 Payments, 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 \$ [REDACTED]. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek(s)" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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 Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, losses, attorneys’ fees, and costs alleged in the Operative Complaint or that could have been asserted in this Action based on the facts alleged in the Operative Complaint, including: (a) any alleged failure by Defendant to (1) pay Class Members all regular and minimum wages purportedly due; (2) pay Class Members all overtime and double time wages purportedly due; (3) provide Class Members with compliant meal periods or sufficient compensation in lieu thereof; (4) provide Class Members with compliant rest periods or sufficient compensation in lieu thereof; (5) provide Class Members with compliant, accurate wage statements; (6) timely pay Class Members all wages purportedly due during or at the end of employment, including but not limited to vested paid time off and holiday pay; (7) reimburse Class Members for all purportedly necessary business expenses; (8) provide Class Members adequate and proper paid sick leave; (9) provide Class Members with all reporting time pay purportedly due; and (10) provide Class Members with suitable seating; (b) any right or claim for unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(10) above; and (c) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in the Operative Complaint and addressed in (a)(1) through (a)(10) above, including violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802, as well as the corresponding provisions of the applicable Wage Order(s), and any and all corresponding claims brought and that could have been brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201, *et seq.* based on the facts alleged in the Operative Complaint and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* (9th Cir. 2018) 899 F.3d 1106, 1110–11 [holding opt-out release of California state law claims was res judicata against FLSA claims “which were direct federal law counterparts to the state law claims settled”]; accord, *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 539–541 [affirming release of FLSA claims]; *Richardson v. Wells Fargo Bank, N.A.* (5th Cir. 2016) 839 F.3d 442, 451–52 [plaintiff who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including release of FLSA claims]. 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 insurance, social security benefits, workers’ compensation, or Class 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, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are any and all rights or claims for statutory penalties, attorneys’ fees, and costs pursuant to PAGA arising under the California Labor Code or Wage Orders alleged in Plaintiffs’ PAGA Notice or that could have been asserted in the Action based on the facts alleged in the PAGA Notice, which occurred during the PAGA Period, including: (a) any alleged failure by Defendant to (1) pay Aggrieved Employees all regular and minimum wages purportedly due; (2) pay Aggrieved Employees all overtime and double time wages purportedly due; (3) provide Aggrieved Employees with compliant meal periods or sufficient compensation in lieu thereof; (4) provide Aggrieved Employees with compliant rest

periods or sufficient compensation in lieu thereof; (5) provide Aggrieved Employees with compliant, accurate wage statements; (6) timely pay Aggrieved Employees all wages purportedly due during or at the end of employment, including but not limited to vested paid time off and holiday pay; (7) reimburse Aggrieved Employees for all purportedly necessary business expenses; (8) provide Aggrieved Employees adequate and proper paid sick leave; (9) provide Aggrieved Employees with all reporting time pay purportedly due; and (10) provide Aggrieved Employees with suitable seating; and (b) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in Plaintiffs' PAGA Notice and addressed in (a)(1) through (a)(10) above, including violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802, as well as the corresponding provisions of the applicable Wage Order(s). Except as expressly set forth in the Agreement, all Aggrieved Employees and the LWDA do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security benefits, and workers' compensation. 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 mean: Defendant and all of its present and former parent entities, subsidiaries, and/or affiliates, predecessors and successors, as well as all of its or their present or former divisions, affiliates, former and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, and each and all of the foregoing persons' heirs, assigns, executors, administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf of any of them, or any individual or entity that could be liable for any of the released claims.

5. How much will my payment be?

Defendant's records reflect that you have << _____ >> Workweeks during the Class Period (August 15, 2019 to _____).

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 or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. 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, accountable expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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: ILYM Group, Inc., _____ (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 three 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 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.

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 or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email it 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 *Simma v. Biosense Webster, Inc.* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, and the name and number of the case, which is *Simma v. Biosense Webster, Inc.*, Case No. 30-2023-01342539-CU-OE-CXC. The Request for Exclusion 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 should state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair; and (4) the name and number of the case, which is *Simma v.*

Biosense Webster, Inc., in the Superior Court of the State of California, County of Orange, Case No. 30-2023-01342539-CU-OE-CXC.

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

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. 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. 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:

Andrew Lichtenstein
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, CA 90067

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

The Court will hold a Final Approval Hearing at _____ a.m. on _____, in Department CX102 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne H. Melzer. 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 or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

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 Settlement 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. 30-2023-01342539.

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 will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

***Simma v. Biosense Webster, Inc.*, Superior Court of the State of California, County of Orange, Case No. 30-2023-01342539-CU-OE-CXC**

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 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 Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: SIMMA V. BIOSENSE WEBSTER ADMINISTRATOR, C/O ILYM GROUP, INC., [INSERT ADDRESS]

Name: _____

Address: _____

Telephone Number: _____

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

***Simma v. Biosense Webster, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2023-01342539-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

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

XX - XX - _ _ _ _

If you were employed by Defendant Biosense Webster, Inc. in California and classified as a non-exempt employee at any time during the Class Period (August 15, 2019, through _____), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

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

<<NUMBER OF WORKWEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

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

<<INSERT>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<RESPONSE DEADLINE>>.

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

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. 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 MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO:]

Simma v. Biosense Webster, Inc. Administrator

c/o ILYM Group, Inc.

address

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 Plaintiffs

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

13 DARAPHONE SIMMA and WENDY
14 SANTOS, individuals, on behalf of themselves
15 and on behalf of all persons similarly situated,
16 and on behalf of the State of California, as
17 private attorney general,

18 Plaintiffs,

19 vs.

20 BIOSENSE WEBSTER, INC., a California
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE NO.: **30-2023-01342539-CU-OE-CXC**

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

Hearing Date:

Hearing Time: 10:00 a.m.

Judge: Hon. Layne H. Melzer

Dept.: CX102

Action Filed: August 15, 2023

Trial Date: Not Set

24 This matter, having come before the Honorable Layne H. Melzer of the Superior Court of
25 the State of California, in and for the County Orange, on _____, for the motion by
26 Plaintiffs Daraphone Simma and Wendy Santos ("Plaintiffs") for preliminary approval of the class
27 settlement with Defendant Biosense Webster, Inc. ("Defendant"). The Court, having considered
28

PRELIMINARY APPROVAL ORDER

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

3 **IT IS HEREBY ORDERED:**

4 1. The Court grants preliminary approval of the Settlement based upon the terms set
5 forth in the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1
6 to the Declaration of Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval
7 of Class Action Settlement [ROA # ____]. This is based on the Court's determination that the
8 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
9 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
10 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
11 defined therein shall have the same meaning in this Order as set forth in the Agreement.

12 Capitalized terms herein shall have the definitions set forth in the Agreement.

13 2. The Gross Settlement Amount is One Million Eight Hundred Thousand Dollars
14 (\$1,800,000). It appears to the Court on a preliminary basis that the Settlement is fair, adequate
15 and reasonable to the Class. It further appears that investigation and research have been conducted
16 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
17 further appears to the Court that settlement at this time will avoid substantial additional costs by
18 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the Action. It further appears that the Settlement has been reached as the result of serious and
20 non-collusive, arms-length negotiations after mediation with a respected mediator, Kevin Barnes,
21 Esq. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable
22 when balanced against the probable outcome of further litigation and the significant risks relating
23 to certification, liability, and damages issues. The Settlement falls within the range of
24 reasonableness and appears to be presumptively valid, subject only to any objections that may be
25 raised at the Final Approval Hearing and final approval by this Court.

26 3. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
28

1 Jeffrey S. Herman, Sergio J. Puche, Trevor G Moran of Blumenthal Nordrehaug Bhowmik De
2 Blouw LLP as Class Counsel for the Class.

3 4. A Final Approval Hearing on the question of whether the Settlement should be
4 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
5 valid and timely request to exclude themselves from the Settlement is scheduled for
6 _____ at 10:00 a.m. in Department CX102 of the Orange County Superior
7 Court. Other matters for determination at the Final Approval Hearing shall include whether the
8 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
9 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
10 Members. The motion for final approval and for attorneys' fees, costs and service awards shall be
11 heard at the Final Approval Hearing and the papers are to be filed with the Court and served on all
12 counsel no later than sixteen (16) court days before the hearing.

13 5. Plaintiffs shall serve this Order on the LWDA.

14 6. For settlement purposes only, the Court conditionally certifies the following Class:
15 "all individuals who are or previously were employed by Defendant Biosense Webster, Inc. in
16 California and classified as a non-exempt employee at any time during the Class Period." The
17 Class Period is August 15, 2019, through _____. There are approximately 450
18 individuals in the Class.

19 7. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than 15
20 calendar days after preliminary approval of the Settlement by the Court, Defendant shall provide
21 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will
22 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
23 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
24 the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class
25 Members via first-class U.S. Mail.

26 8. The Court hereby approves, as to form and content, the Court Approved Notice of
27 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
28

1 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
2 the Class of all material elements of the proposed Settlement, Class Members' right to be excluded
3 from the Class by submitting a written opt-out request, and each member's right and opportunity
4 to object to the Settlement. The Court further finds that the distribution of the Class Notice
5 substantially in the manner and form set forth in the Agreement and this Order meets the
6 requirements of due process, is the best notice practicable under the circumstances, and shall
7 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
8 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
9 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
10 forth in the Agreement.

11 9. The Court approves, as to the form and content, the Request for Exclusion Form
12 and the Dispute Form that the Class Members may use to dispute their employment dates or opt
13 out of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

14 10. The Court hereby approves the proposed procedure for exclusion from the
15 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
16 Class as provided in the Class Notice by following the instructions for requesting exclusion from
17 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
18 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
19 by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be
20 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from
21 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
22 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
23 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
24 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
25 bound by the release of the Released PAGA Claims). Class Members who have not timely
26 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
27 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
28

1 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
2 invalid.

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

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

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

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

3 **IT IS SO ORDERED.**

4

5 Dated: _____

6

7

HON. LAYNE MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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 Plaintiffs

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

12 **COUNTY OF ORANGE**

13
14 DARAPHONE SIMMA and WENDY
15 SANTOS, individuals, on behalf of themselves
16 and on behalf of all persons similarly situated,
17 and on behalf of the State of California, as
18 private attorney general,

19 Plaintiffs,

20 vs.

21 BIOSENSE WEBSTER, INC., a California
22 Corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE NO.: 30-2023-01342539-CU-OE-CXC

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

Hearing Date:

Hearing Time:

Judge: Layne H. Melzer

Dept.: CX102

Action Filed: August 15, 2023

Trial Date: Not Set

1 The motion of Plaintiffs Daraphone Simma and Wendy Santos (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Biosense Webster, Inc. (“Defendant”), attorneys’ fees and costs, service payments, and
4 the expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable Layne H. Melzer.

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 Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Eight Hundred
16 Thousand Dollars (\$1,800,000), and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, 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 Kevin Barnes, a respected and experienced mediator of
25 wage and hour class actions. Prior to mediation, Plaintiffs conducted an investigation of the facts
26 and claims, and the Parties also exchanged informal discovery, which included time and pay data
27
28

1 for the class and relevant policies. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiffs' 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. Furthermore, the Court
7 specifically finds that Class Members and Aggrieved Employees were adequately represented by
8 Plaintiffs and Class Counsel. The Court further finds that Plaintiffs satisfied the statutory
9 perquisites under California Labor Code § 2699.3 for pursuing claims under the California Labor
10 Code Private Attorneys General Act ("PAGA") and have standing to settle such claims on behalf
11 of Aggrieved Employees.

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

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

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

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

23 **Attorneys' Fees and Costs**

24 11. An award of \$600,000 for attorneys' fees, representing one-third of the Gross
25 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
26 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
27
28

1 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
2 and litigation expense billing statement.

3 **Class Representative Service Payments**

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

11 **Administration Expenses Payment**

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

19 **PAGA Penalties**

20 14. The Agreement provides for PAGA Penalties in the amount of \$40,000 to be paid
21 out of the Gross Settlement Amount, which shall be allocated 75% (\$30,000) to the LWDA PAGA
22 Payment and 25% (\$10,000) to the Individual PAGA Payments to be distributed by (a) dividing
23 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total
24 number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b)
25 multiplying the result by each Aggrieved Employee's Workweeks worked by all Aggrieved
26 Employees during the PAGA Period. "Aggrieved Employees" are all individuals who are or
27 previously were employed by Defendant in California and classified as a non-exempt employee at
28

1 any time during the PAGA Period. The “PAGA Period” is July 25, 2022 to _____.
2 The LWDA was notified of the settlement and served with a copy of the Agreement, and the
3 LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
4 reasonable and hereby approves the Settlement of PAGA claims pursuant to California Labor
5 Code § 2699.

6 **II.**
7 **ORDERS**

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

9 1. The Class is certified for the purposes of settlement only. The Class is hereby
10 defined as follows:

11 All individuals who are or previously were employed by Defendant in California
12 and classified as a non-exempt employee at any time during the Class Period.

13 The Class Period is August 15, 2019, through _____.

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

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

21 4. Class Counsel are awarded attorneys' fees in the amount of \$600,000 and costs in
22 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
23 reimbursement from Defendant, Plaintiffs or members of the Class.

24 5. The payment of the Class Representative Service Payments in the amount of
25 \$10,000 each to the Plaintiffs is approved.

26 6. The payment of \$ _____ to the Administrator for their fees and expenses
27 is approved.

1 7. The PAGA Penalties amount of \$40,000 is approved to be distributed in
2 accordance with the Agreement.

3 8. 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 Order
14 and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of
15 the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
16 claim or issue preclusion or similar defense as to the claims being released by the Settlement.

17 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
18 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
19 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
20 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
21 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class
22 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
23 days after its entry.

24 10. 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 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
6 Plaintiffs, and all members of the Class, shall take nothing in the Action.

7 2. 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 3. The Parties are authorized, without further approval from the Court, to agree to and
12 to adopt such amendments, modifications and expansions of the Agreement and all exhibits
13 attached thereto which are consistent with this Final Approval Order and Judgment and do not
14 limit the rights of the Parties or Class Members under the Agreement.

15 4. 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 5. 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, heirs, administrators, successors, and assigns,
21 release Released Parties from the Released Class Claims.

22 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

23 (a) "Released Class Claims" means any and all causes of action, claims, rights,
24 damages, penalties, liabilities, expenses, losses, attorneys' fees, and costs alleged in the Operative
25 Complaint or that could have been asserted in this Action based on the facts alleged in the
26 Operative Complaint, including: (a) any alleged failure by Defendant to (1) pay Class Members all
27 regular and minimum wages purportedly due; (2) pay Class Members all overtime and double
28

1 time wages purportedly due; (3) provide Class Members with compliant meal periods or sufficient
2 compensation in lieu thereof; (4) provide Class Members with compliant rest periods or sufficient
3 compensation in lieu thereof; (5) provide Class Members with compliant, accurate wage
4 statements; (6) timely pay Class Members all wages purportedly due during or at the end of
5 employment, including but not limited to vested paid time off and holiday pay; (7) reimburse
6 Class Members for all purportedly necessary business expenses; (8) provide Class Members
7 adequate and proper paid sick leave; (9) provide Class Members with all reporting time pay
8 purportedly due; and (10) provide Class Members with suitable seating; (b) any right or claim for
9 unfair business practices in violation of California Business & Professions Code section 17200, *et*
10 *seq.*, based on the alleged failures set forth in (a)(1) through (a)(10) above; and (c) any violation of
11 the California Labor Code or other state or federal statute, rule or regulation (including Wage
12 Orders) that could have been asserted in this Action based on the facts alleged in the Operative
13 Complaint and addressed in (a)(1) through (a)(10) above, including violation of California Labor
14 Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510,
15 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802, as well as
16 the corresponding provisions of the applicable Wage Order(s), and any and all corresponding
17 claims brought and that could have been brought under the Fair Labor Standards Act (“FLSA”),
18 29 U.S.C. section 201, *et seq.* based on the facts alleged in the Operative Complaint and in
19 accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* (9th Cir. 2018) 899 F.3d 1106, 1110–
20 11 [holding opt-out release of California state law claims was res judicata against FLSA claims
21 “which were direct federal law counterparts to the state law claims settled”]; accord, *Amaro v.*
22 *Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 539–541 [affirming release of FLSA
23 claims]; *Richardson v. Wells Fargo Bank, N.A.* (5th Cir. 2016) 839 F.3d 442, 451–52 [plaintiff
24 who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including
25 release of FLSA claims]. Except as expressly set forth in the Agreement, Participating Class
26 Members do not release any other claims, including claims for vested benefits, wrongful
27 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
28

1 disability insurance, social security benefits, workers' compensation, or Class claims based on
2 facts occurring outside the Class Period.

3 (b) "Released Parties" collectively mean: Defendant and all of its present and
4 former parent entities, subsidiaries, and/or affiliates, predecessors and successors, as well as all of
5 its or their present or former divisions, affiliates, former and present officers, owners,
6 predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys,
7 insurers, benefit plans, and each and all of the foregoing persons' heirs, assigns, executors,
8 administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf
9 of any of them, or any individual or entity that could be liable for any of the released claims.

10 7. Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
13 themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
15 The "Released PAGA Claims" are any and all rights or claims for statutory penalties, attorneys'
16 fees, and costs pursuant to PAGA arising under the California Labor Code or Wage Orders alleged
17 in Plaintiffs' PAGA Notice or that could have been asserted in the Action based on the facts
18 alleged in the PAGA Notice which occurred during the PAGA Period, including: (a) any alleged
19 failure by Defendant to (1) pay Aggrieved Employees all regular and minimum wages purportedly
20 due; (2) pay Aggrieved Employees all overtime and double time wages purportedly due; (3)
21 provide Aggrieved Employees with compliant meal periods or sufficient compensation in lieu
22 thereof; (4) provide Aggrieved Employees with compliant rest periods or sufficient compensation
23 in lieu thereof; (5) provide Aggrieved Employees with compliant, accurate wage statements; (6)
24 timely pay Aggrieved Employees all wages purportedly due during or at the end of employment,
25 including but not limited to vested paid time off and holiday pay; (7) reimburse Aggrieved
26 Employees for all purportedly necessary business expenses; (8) provide Aggrieved Employees
27 adequate and proper paid sick leave; (9) provide Aggrieved Employees with all reporting time pay
28

1 purportedly due; and (10) provide Aggrieved Employees with suitable seating; and (b) any
2 violation of the California Labor Code or other state or federal statute, rule or regulation
3 (including Wage Orders) that could have been asserted in this Action based on the facts alleged in
4 Plaintiffs' PAGA Notice and addressed in (a)(1) through (a)(10) above, including violation of
5 California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233,
6 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and
7 2802, as well as the corresponding provisions of the applicable Wage Order(s), expressly
8 excluding all other claims including claims for vested benefits, wrongful termination, violation of
9 the Fair Employment and Housing Act, unemployment insurance, disability insurance, social
10 security benefits, and workers' compensation. The release of the Released PAGA Claims shall be
11 effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted
12 a request for an exclusion from the Class.

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

17 9. If a settlement check remains uncashed by the expiration date, the funds from such
18 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
19 name of the Participating Class Member/Aggrieved Employee.

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

24 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
25 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
26 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
27 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
28

1 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
2 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

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

4

5 Dated: _____

6

HON. LAYNE MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

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

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

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

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

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. _____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

July 25, 2023

CA3017

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Biosense Webster, Inc.
Certified Mail #9589071052700182373043
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Biosense Webster, Inc. in California, including any employees staffed with Biosense Webster, Inc. by a third party, and classified as non-exempt employees during the time period of July 25, 2022 until a date as determined by the Court. Our offices represent Plaintiff Daraphone Simma (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Biosense Webster, Inc. (“Defendant”). Plaintiff was employed from to December of 2021 to April of 2023 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods.

See Vaquero v. Stoneledge Furniture, LLC, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #4

Michael S. Kun (SBN 208684)
Kevin D. Sullivan (SBN 270343)
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, CA 90067
Telephone: (310) 556-8861
Facsimile: (310) 553-2165
mkun@ebglaw.com
ksullivan@ebglaw.com

Attorneys for Defendant
BIOSENSE WEBSTER, INC.

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

DARAPHONE SIMMA, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

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

Defendants.

Case No.: 30-2023-01342539-CU-OE-CXC

*Assigned to Hon. Randall J. Sherman,
Dept. CX105*

**DECLARATION OF KEVIN D.
SULLIVAN RE: NO RELATED CASES
OR CONFLICT OF INTEREST WITH
SETTLEMENT ADMINISTRATOR**

Complaint filed: August 15, 2023
Trial date: None set

1 I, Kevin D. Sullivan, declare as follows:

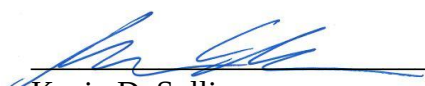
2 1. I am an attorney licensed to practice law in the State of California. I am a partner
3 with the firm of Epstein Becker & Green, P.C., counsel of record for Defendant Biosense Webster,
4 Inc. in the instant action. I have personal knowledge of the statements in this declaration, and, if
5 called, could and would competently testify to the contents of this declaration.

6 2. I am not aware of any other pending matter or action against Defendant asserting
7 claims that will be extinguished or adversely affected by the anticipated class and Private
8 Attorneys General Act representative settlement in the instant action.

9 3. I am not aware of Defendant or my firm having any actual or potential conflicts of
10 interest with ILYM Group, Inc.

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

13 Executed on this 11th day of April 2025 at Los Angeles, California.

14
15 
16 Kevin D. Sullivan

17

18

19

20

21

22

23

24

25

26

27

28