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**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 FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: September 17, 2026
Hearing Time: 2:00 p.m.
[Hearing scheduled by Order dated May 26, 2026]

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. As
4 such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein. This declaration is being submitted in support to the Plaintiffs’ motion for final approval
7 of the class settlement, including attorneys’ fees, costs and service awards.

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

25
26 3. Summary of the Proposed Settlement.

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

1 Biosense Webster, Inc. (“Defendant”) reached a full and final settlement of the above-captioned
2 action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is One Million Eight Hundred
4 Thousand Dollars (\$1,800,000) (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22 and 3.1.) (the
5 “Gross Settlement Amount”). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement
6 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
7 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
8 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to
9 Plaintiffs; and (5) the PAGA Penalties. (Agreement at ¶ 1.22.)

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

13 (c) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
14 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than
15 21 calendar days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class
16 Payments to Participating Class Members along with the other Court-approved distributions shall be
17 made by the Administrator thirty (30) days after the Effective Date. (Agreement at ¶ 5.1.)

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

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

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
3 notices to any forwarding address provided or updated address located. See Declaration of Cassandra
4 Polites ("Polites Decl.") ¶ 7, Exh. A. Class Members were provided with the opportunity to exclude
5 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex.
6 A.) Polites Decl. ¶ 7, Exh. A. Significantly, there have been no objections and only one request for
7 exclusion. Polites Decl. ¶¶ 12-13. As such, nearly the entire Class (99.77%) will participate in the
8 Settlement and will be sent a settlement check. Polites Decl. at ¶¶ 16-17. All Aggrieved Employees will
9 still be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA
10 Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the
11 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
12 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

18 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
20 administration in an amount not to exceed \$7,500. (Agreement at ¶ 3.2(c).) As set forth in the Polites
21 Decl. at ¶ 20, the Administration Expenses Payment, including fees and costs incurred to-date, as well
22 as anticipated fees and costs for completion of the settlement administration, are \$7,500.

23 (h) In light of the Court's prior ruling, Class Counsel requests a reduced fee award calculated at
24 30% of the Gross Settlement Agreement as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).)
25 Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses
26 Payment in an amount not to exceed \$30,000. (Agreement at ¶ 3.2(b).) Subject to Court approval, the
27 Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as their Class
28 Representative Service Payments In support of these requests for attorneys' fees, reimbursement of

1 expenses and service awards, Class Counsel is providing evidentiary support, including lodestar.

2 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
3 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
4 Section 2698, et seq. ("PAGA"). The PAGA Penalties are \$40,000. (Agreement at ¶ 3.2(d).) Pursuant
5 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
6 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
7 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
8 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
9 forth in the accompany proof of service and below, the LWDA has been served with this motion and the
10 Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
13 settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 1.) In sum, the
14 Settlement valued at \$1,800,000 is an excellent result for the Class. This result is particularly favorable
15 in light of the fact that liability and class certification in this case were far from certain in light of the
16 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated May 26, 2026 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
22 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 10,
23 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
24 each class member with the terms of the Settlement, including notice of the claims at issue and the
25 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
26 sought, how individual settlement awards would be calculated, and the specific, estimated payment
27 amount to that individual. See Polites Decl., ¶ 7, Exh. A. In disseminating the notice, the Administrator
28 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,

1 there have been no objections and only one request for exclusion. Polites Decl. ¶¶ 12-13. As such,
2 nearly the entire Class (99.77%) will participate in the Settlement and will be sent a settlement check.
3 Polites Decl. at ¶¶ 16-17.

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

13
14 6. Procedural History of the Litigation

15 (a) On July 25, 2023, Plaintiff Simma filed with the LWDA and served on Defendant a notice
16 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
17 on behalf of Aggrieved Employees for various Labor Code violations. This PAGA Notice by Plaintiffs
18 was submitted in support of the Motion for Preliminary Approval.

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

1 pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On January 2, 2024,
2 Plaintiff Simma filed a First Amended Complaint, removing class allegations pertaining to an alleged
3 failure to provide seating. On October 23, 2023, Plaintiff Simma filed a separate Representative Action
4 Complaint against Defendant (the "PAGA Action"). Plaintiff Simma's Representative Action Complaint
5 asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for alleged
6 violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510,
7 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
8 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to
9 Provide Seating), and the applicable Wage Order(s).

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

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

1 Plaintiffs' expert to prepare the valuations of the claims for the Class.

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

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

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

1 with respect to the Class are satisfied

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

14 15 7. History of Settlement Discussions

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

22 (b) The Parties attended an arms-length mediation session with Kevin Barnes, Esq., an
23 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
24 for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and employment data
25 and other information regarding the Class Members, various internal documents, and other compensation
26 and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
27 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day
28 mediation session, with after arm's length negotiations both during and after the mediation, the Parties

1 agreed to this Settlement based upon a mediator's proposal.

2 (c) From July 2024 to April 2025, the original settlement agreement and exhibits thereto were
3 finalized and executed. On January 15, 2026, Plaintiffs moved for preliminary approval of the settlement.
4 In advance of the January 15, 2026 hearing, the Court issued a Tentative Ruling that requested the Parties
5 address certain issues. The Parties subsequently amended and executed the Agreement, and Plaintiffs
6 filed a supplemental declaration to address the Courts' concerns. On May 7, 2026, the Court granted
7 Plaintiffs' Motion for Preliminary Approval, and on May 26, 2026, the Court issued its Order granting
8 preliminary approved of the settlement as fair, adequate, and reasonable to the Class.

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

11

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

13 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
14 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with
15 all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that
16 all work time was properly recorded. Defendant argued that there was no miscalculation of the regular
17 rate. Defendant contended that its meal and rest period policies fully complied with California law and
18 Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant
19 contended that there was no failure to pay for business expenses, and that any cell phone usage was
20 merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant
21 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
22 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
23 claims. Defendant also argued that based on its facially lawful practices, Defendant acted in good faith
24 and without willfulness, which if accepted would negate the claims for waiting time penalties and/or
25 inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
26 (2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate
27 wage statement in compliance with the requirements of section 226, then it has not knowingly and
28 intentionally failed to comply with the wage statement law.") If successful, Defendant's defenses could

1 eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses
2 could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk
3 to recovery by the Class.

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

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

27 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
28 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary

1 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
2 favorably to the value of the claims. Based upon 450 Participating Class Members who collectively
3 worked an estimated 61,788 workweeks, the Gross Settlement Amount provides an average value of
4 \$3,938 per Class Member and \$29 per workweek and, after deductions, the Net Settlement Amount
5 provides an average recovery of \$2,583.33 per Class Member and a recovery of \$18.81 per workweek.
6 The calculations to compensate for the amount due for the Class at the time of the mediation were
7 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue
8 in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for
9 the employees. For the Class, the maximum potential damages as calculated by Plaintiffs' expert were
10 calculated to be \$66,240 for the alleged unpaid wages due to rounding, \$394,056 for the alleged unpaid
11 overtime wages due to the miscalculation of the regular rate, \$2,098,449 for the alleged unpaid wages
12 due to off-the-clock work based upon 1 hour per week, \$102,195 in alleged underpaid meal premiums
13 and sick pay due to the miscalculation of the regular rate, \$4,272,783 for alleged meal period damages
14 based upon a 66% potential violation rate observed in the time records for shifts worked and after
15 deducting meal premiums already paid by Defendant, \$4,555,687 for alleged rest period damages based
16 upon the same 66% potential violation rate observed in the time records for meal periods., and \$63,605
17 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result,
18 the total damage valuation was calculated that Defendant was subject to a maximum damage claim in
19 the amount of \$11,551,716. As to potential penalties, Plaintiffs calculated that potential waiting time
20 penalties were a maximum of between \$756,555 and \$1,187,792, depending on the predicate violation,
21 and potential wage statement penalties were \$1,092,000. Defendant vigorously disputed Plaintiffs'
22 calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,800,000 represents
23 more than 15.5% of the maximum value of the alleged damages at issue in this case at the time this
24 Settlement was negotiated.¹ Importantly, the recent decision that good faith belief of compliance by the

26
27 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'
Motion for Preliminary Approval.

1 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
2 negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class.
3 The above maximum calculations should then be adjusted in consideration for both the risk of class
4 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
5 settlement as compared to the potential value of claims in this case and the defenses asserted by
6 Defendant, this settlement is fair and reasonable.² Clearly, the goal of this litigation has been met.

7 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
8 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
9 defenses both to liability and to class certification. The maximum and average class member allocation
10 are \$5,945.33 and \$2,583.33, respectively. *See* Polites Decl. ¶17. Given the complexities of this case, the
11 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
12 adequate, and should be finally approved.

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

18 19 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

20 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And 21 Should Be Enforced

22 (a) Class Counsel successfully negotiated a class action settlement which provides for a common

23
24 ² See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 fund settlement to be paid by Defendant to the Class in the amount of One Million Eight Hundred
2 Thousand Dollars (\$1,800,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
3 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the
4 Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, and in light of the Court's prior
5 ruling, Class Counsel requests a reduced fee award calculated at 30% of the Gross Settlement Amount
6 for the successful prosecution and resolution of this action.

7 (b) In the class action context, that means "attempting to award the fee that informed private
8 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
9 between experienced counsel and Defendant resulted in Defendant negotiating the fee award not to
10 exceed one-third of the Gross Settlement Amount, though Class Counsel is requesting a reduced fee
11 award of 30% of the Gross Settlement Amount. Such bargaining is obviously the best measure of the
12 market for fees. Moreover, fee awards in common fund settlements as this one have resulted in a
13 percentage of fees in an equivalent percentage to the sum sought by Class Counsel herein, further
14 reflecting the accurate market value of the award requested.

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

18
19 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
20 Created for the Benefit of the Class

21 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
22 of the Gross Settlement Amount of \$1,800,000; however, based on the Court's prior ruling, Class
23 Counsel is requesting a reduced fee award of 30%, which equals \$540,000 for attorneys' fees. As part
24 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
25 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$30,000 Finally,
26 Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payments in the
27 amount of \$10,000 each, \$20,000 total, as their service awards under the Agreement.

28 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a

1 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
2 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
3 providing these substantial benefits should be paid an award equal to the amount negotiated in private
4 bargaining that takes place in the legal market place.

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

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

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

26 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
27 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
28 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully

1 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
2 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
3 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
4 to invest substantial time and resources in investigation, litigation, the determination of potential damages
5 and communicating with and responding to opposing counsel's and class members' requests and
6 inquiries.

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

11 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
12 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
13 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
14 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
15 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
16 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
17 Counsel advanced more than \$17,000. in costs which could not have been recovered if this case had been
18 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
19 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
20 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
21 Plaintiffs also support the requested awards.

22 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
23 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
24 2002). In this case, the reasonableness of the requested attorneys' fee of 30% equal to \$540,000 is also
25 established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
26 **records for Class Counsel evidence that through August 21, 2026, Class Counsel's total combined**
27 **lodestar is \$247,815.00, with significant additional fees still to be incurred to complete final**
28 **approval and the settlement process.** The requested fee award is therefore currently equivalent to Class

1 Counsel's total lodestar with a multiplier cross-check of less than 2.2, and there will be additional
2 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
3 distribution and reports. Such a multiplier is within the range of multipliers approved in other cases such
4 as *Vizcaino* and *Leffitte*.³ As evidenced by the billing, Class Counsel's work was efficiently performed
5 and highly successful, and Class Counsel should not be punished for efficient and successful litigation.
6 As a result, this Court may conclude that the requested award is fair and reasonable and is justified under
7 California law.⁴

8 (j) Counsel retained on a contingency fee basis, whether in private matters or in
9 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
10 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
11 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
12 here where Class Counsel has prosecuted this case on a contingency basis for almost three years. Indeed,
13 if counsel is not adequately compensated for the risks inherent in difficult class actions, competent
14 attorneys will be discouraged from prosecuting similar cases.

15 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
16

17 ³ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
18 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
19 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
20 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
21 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range
22 from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512
23 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th
24 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v.*
25 *Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26
26 multiplier).

27 ⁴ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
28 have been approved by Court's throughout California, including the Courts in the Superior Court of
California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
comparing such rates with the rates of comparable counsel practicing complex and class litigation as
detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
MFG., LLC, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of
California.).

1 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
2 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
3 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
4 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
5 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
6 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
7 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
8 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
9 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
10 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
11 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
12 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
13 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
14 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
15 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
16 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
17 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
18 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
19 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
20 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
21 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
22 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
23 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
24 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
25 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
26 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
27 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
28 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award

1 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
2 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
3 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
4 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
5 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
6 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
7 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
8 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
9 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
10 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
11 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
12 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
13 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
14 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
15 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
16 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
17 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024,
18 in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge
19 Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12,
20 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
21 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
22 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
23 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
24 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
25 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
26 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
27 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
28 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case

No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P&B Intermodel Services* (Los Angeles County Superior Court Case No. 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to 30% of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through August 21, 2026, Class Counsel's total combined lodestar is \$247,815.00, with significant additional fees still to be incurred to complete final approval and the settlement process.** From June 29, 2023 to August 21, 2026, my firm worked on this matter for over 327 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$247,815.00. The requested fee award is therefore currently equivalent to Class Counsel's total combined lodestar with a reasonable multiplier cross-check, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. A detailed breakdown of the fees and the services performed by my firm on this case is attached hereto as Exhibit #3, which is a true and correct copy of the billing statement for this matter where time and task is entered by staff contemporaneously. In addition, Class Counsel will be performing significant additional work that is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California, including

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

21 22 Litigation Expenses

23 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
24 Counsel Litigation Expenses Payment of not more than \$30,000.” Based upon its billing records, Class
25 Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$17,292.53,
26 which is less than the “not-to-exceed” amount of \$30,000. These litigation expenses include filing fees,
27 mediation expenses, expert expenses (Berger Consulting), and attorney service charges (Knox and
28 OneLegal), all of which are costs normally billed to and paid by the client. Attached hereto as Exhibit

1 #3 is a true and correct copy of the billing statement for my firm which provide the specific details of
2 all expenses incurred. These costs were reasonably incurred in the prosecution of the Action.

3
4 Service Awards

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

1 *Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff
2 brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist.
3 LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class
4 action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior
5 Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV
6 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
7 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
8 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
9 BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker*
10 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding
11 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
12 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service
13 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
14 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
15 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
16 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
17 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
18 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
19 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
20 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
21 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
22 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
23 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
24 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
25 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
26 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
27 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
28 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case

1 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
2 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
3 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
4 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
5 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
6 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
7 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
8 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
9 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
10 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
11 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
12 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
13 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
14 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
15 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
16 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District
17 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

18 15. The requested service awards are also reasonable in light of the reputational risk that
19 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
20 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
21 searchable on the internet and may become known to prospective employers when evaluating" him for
22 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
23 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
24 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
25 exists that allows employers to run extensive background searches on potential employees. Companies
26 who provide these services specifically highlight the fact that their services allows employers to weed
27 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
28 whether a prospective employee is likely to sue" the employer, through background checks and other

means, to screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁶ PreciseHire also offers employment screening and similarly warns: "with today's business climate being extremely competitive and highly litigious, conducting pre employment background checks has become a necessity."⁷

16. As a result, Class Counsel respectfully requests approval of the application for award of the Class Counsel Fees Payment equal to 30% of the common fund, an award of litigation expenses in the amount of \$17,292.53, and approval of the requested service awards to the Plaintiffs.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of August, 2026, at San Diego, California.

/s/ Kyle Nordrehaug
KYLE NORDREHAUG

⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

⁷ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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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

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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

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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)

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Awards: Rising Star 2015

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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)

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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)

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

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

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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)

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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)

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Admitted: 2016, California

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

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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

Justin Hewgill

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

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

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John 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-GEBCMK; 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

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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; Canada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended 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, Objection 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 August 31, 2025.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment(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 Andrew Lichtenstein of Littler Mendelson, 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 B 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 B 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), including the draft court complaint attached thereto.
- 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 C 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, 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, (b) submit challenges to Workweeks and PAGA Pay Periods, or (c) 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. 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 that Aggrieved Employee 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 457 Class Members who collectively worked a total of approximately 61,869 Workweeks during the Class Period and roughly 346 Aggrieved Employees who worked a total of approximately 30,224 PAGA Workweeks during the PAGA Period.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall 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 Packet 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 Court shall have the authority to review and shall have the final

say on the validity of any Request for Exclusion. Absent intervention from the Court, 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 Court shall have the authority to review and shall have the final say on the authenticity of any Request for Exclusion. Absent intervention from the Court, 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 Paragraphs 6.3 and 1.39 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, except that the Court shall have the authority to review and make a final ruling as to any decision by the Administrator regarding any challenges to the Administrator's determination of Class Workweeks and PAGA Workweeks. 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; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Class Workweek and/or PAGA Workweek Challenges. Subject to review by the Court, 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. Absent intervention from the Court, 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**. Based on the Class Data, the Administrator provided a final count of are 457 class members who worked 61,869 workweeks during the Class Period. If the actual number

of Workweeks during the Class Period exceeds this amount, then the Parties agree to meet and confer on a solution, reach an agreement, and propose it to the Court.

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 (s), 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 and California Rule of Court, rule 3.769(h) 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 reviewing 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:

Andrew Lichtenstein
Littler Mendelson, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Tele.: (310) 553-0308
Fax: (800) 715-1330
E-Mail: alichtenstein@littler.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: 04/08/2026 *Daraphone Simma*
Daraphone Simma (Apr 8, 2026 10:05:17 PDT)
Plaintiff Daraphone Simma

Dated: 04/08/2026 *Wendy Santos*
Wendy Santos (Apr 8, 2026 10:24:06 PDT)
Plaintiff Wendy Santos

Dated: _____
Betina Lackner
For Defendant Biosense Webster, Inc.

Dated: 4/8/26 *Kyle Nordrehaug*
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Andrew Lichtenstein
Littler Mendelson, P.C.
Attorney for Defendant

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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: _____
Plaintiff Daraphone Simma

Dated: _____
Plaintiff Wendy Santos

Dated: 04/10/2026
BETINA TINOCO
Electronically signed by BETINA TINOCO
Reason: I am approving this document
Date: Apr 10, 2026 12:43:32 ADT
Betina Lackner
For Defendant Biosense Webster, Inc.

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

Dated: 4/10/26

Andrew Lichtenstein
Littler Mendelson, 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 AND PAGA 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 August 31, 2025).

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 and PAGA 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.
Dispute Your Workweeks	Your Workweeks during the Class Period are based on Defendant’s records and are listed in Section 5 below. If you believe the number of Workweeks list below in

The Response Deadline is _____	Section 5 is incorrect, you may submit a challenge as to your Workweeks to the Administrator. Directions regarding Workweeks disputes are provided in Section 5 below.
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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).

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: (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 is referred to as the “Operative Complaint”. The initial PAGA Action was dismissed following the filing of the Second Amended Complaint which included the PAGA claim.

Pursuant to a court order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action and PAGA 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 Layne H. Melzer has been assigned as the judge overseeing the Action and Settlement.

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

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class 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 August 31, 2025.

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 during the PAGA Period.
 - The “PAGA Period” is July 25, 2022 to August 31, 2025.
 - “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 during the Class Period. “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, 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 August 31, 2025).

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, except that the Court will have the final say as to any decision. 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. 100% of Individual PAGA Payments are allocated to non-wages and penalties, are not subject to wage withholdings, and will be reported on an IRS Form 1099.

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 of Released Class Claims, and 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 _____. The Court has the final say on the validity and authenticity of requests for exclusion. 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. Any Class Member who does not request exclusion may also, if the Class Member so desires, enter an appearance through counsel (Cal. Rules of Court, rule 3.766(d)(5).) 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. An Objection form is included with this Notice.

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
Littler Mendelson P.C.
2049 Century Park East, 5th Floor
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

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY, INCLUDING YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR AT THE ADDRESS BELOW, EMAIL THIS FORM TO <<____>>, OR FAX THIS FORM TO _____. THE DEADLINE TO EMAIL, FAX OR POSTMARK VIA MAIL YOUR WRITTEN OBJECTION IS _____.

[] I OBJECT to the *Simma v. Biosense Webster, Inc.* Settlement for the following reasons:

(Print Your Name)

(Signature)

(Date)

(Your Address)

(Cite/State/ Zip Code)

(Print Last Four Digits of SSN)

Submit your fully completed and signed Objection Form as follows:

MAIL FAX OR EMAIL TO THE ADMINISTRATOR NOT LATER THAN _____ TO:
Simma v. Biosense Webster, Inc. Administrator
c/o ILYM Group, Inc.,
[address], [Fax], [Email]

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

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**[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 First Amended Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant Biosense Webster, Inc. (“Defendant”), attorneys’ fees and costs,
4 service payments, and the expenses of the Administrator duly came on for hearing on
5 _____ before the 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 Packet, in the
2 form attached to the Declaration of the Administrator, was mailed by first class mail to members
3 of the Class at their last known addresses on or about _____. Mailing of the Class
4 Notice to their last known addresses was the best notice practicable under the circumstances and
5 was reasonably calculated to communicate actual notice of the litigation and the proposed
6 settlement to the Class. The Class Notice given to the Class Members fully and accurately
7 informed the Class Members of all material elements of the proposed Settlement and of their
8 opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid,
9 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
10 California, the United States Constitution, due process and other applicable law. The Class Notice
11 fairly and adequately described the Settlement and provided Class Members adequate instructions
12 and a variety of means to obtain additional information.

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

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

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

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

6 c. Counsel for both parties are experienced in similar employment class action
7 litigation. All counsel recommended approval of the Agreement. Furthermore, the Court
8 specifically finds that Class Members and Aggrieved Employees were adequately represented by
9 Plaintiffs and Class Counsel. The Court further finds that Plaintiffs satisfied the statutory
10 perquisites under California Labor Code § 2699.3 for pursuing claims under the California Labor
11 Code Private Attorneys General Act ("PAGA") and have standing to settle such claims on behalf
12 of Aggrieved Employees.

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

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

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

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

24 **Attorneys' Fees and Costs**

25 11. An award of \$600,000 for attorneys' fees, representing one-third of the Gross
26 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
27 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
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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 during the PAGA Period.
26 "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in
27 California and classified as a non-exempt employee at any time during the PAGA Period. The
28

1 “PAGA Period” is July 25, 2022 to August 31, 2025. The LWDA was notified of the settlement
2 and served with a copy of the Agreement, and the LWDA has not objected to the Settlement. The
3 Court finds this PAGA Penalties amount to be reasonable and hereby approves the Settlement of
4 PAGA claims pursuant to California Labor Code § 2699.

5 **II.**

6 **ORDERS**

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

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

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

12 The Class Period is August 15, 2019, through August 31, 2025.

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

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

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

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

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

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

FINAL APPROVAL ORDER AND JUDGMENT

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

15 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiffs and all Class Members and Aggrieved Employees.
17 The Final Approval Order and Judgment shall be posted on the Administrator's website as set
18 forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final
19 Approval Order and Judgment to individual Class Members. Pursuant to Labor Code section
20 2699, subdivision (s)(3), Class Counsel shall submit a copy of this Final Approval Order and
21 Judgment to the LWDA within 10 days after its entry.

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

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

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

6 2. Pursuant to California Code of Civil Procedure section 664.6 and California Rules
7 of Court Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement and
8 enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
9 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
10 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,
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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
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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, and 2802, as
7 well as the corresponding provisions of the applicable Wage Order(s), expressly excluding all
8 other claims including claims for vested benefits, wrongful termination, violation of the Fair
9 Employment and Housing Act, unemployment insurance, disability insurance, social security
10 benefits, and workers' compensation. The release of the Released PAGA Claims shall be effective
11 as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request
12 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 CODE OF CIVIL PROCEDURE
26 SECTION 664.6 AND CALIFORNIA RULE OF COURT 3.769, THE COURT HEREBY
27 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND THE
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1 AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER,
2 RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER,
3 THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.
4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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6 Dated: _____

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HON. LAYNE H. MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT C

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

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

Hearing Date: May 7, 2026
Hearing Time: 2:00 p.m..

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

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

This matter, having come before the Honorable Layne H. Melzer of the Superior Court of the State of California, in and for the County Orange, on May 7, 2026, which was continued from January 15, 2026, for the motion by Plaintiffs Daraphone Simma and Wendy Santos (“Plaintiffs”) for preliminary approval of the class and PAGA settlement with Defendant Biosense Webster, Inc. (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters

1 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for
2 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 First Amended Class Action and PAGA Settlement Agreement ("Agreement")
6 attached as Exhibit #1 to the Second Supplemental Declaration of Kyle Nordrehaug in Support of
7 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement [ROA # ____]. This is
8 based on the Court's determination that the Settlement set forth in the Agreement is within the
9 range of possible final approval, pursuant to the provisions of Section 382 of the California Code
10 of Civil Procedure and California Rules of Court, rule 3.769. This Order incorporates by reference
11 the definitions in the Agreement, and all terms defined therein shall have the same meaning in this
12 Order as set forth in the Agreement. Capitalized terms herein shall have the definitions set forth in
13 the Agreement.

14 2. The Gross Settlement Amount is One Million Eight Hundred Thousand Dollars
15 (\$1,800,000) and provides for the following disbursements from the Gross Settlement Amount
16 subject to Court approval: (1) Class Counsel Fees Payment not exceed one-third of the Gross
17 Settlement Amount, which would presently be \$600,000; (2) Class Counsel Litigation Expenses
18 Payment not to exceed \$30,000; (3) Administration Expenses Payment not to exceed \$8,500; (4)
19 the Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$10,000
20 each; and (5) the PAGA Penalties payment of \$40,000 to be allocated 75% to the California Labor
21 and Workforce Development Agency ("LWDA") and 25% to the Aggrieved Employees as their
22 Individual PAGA Payments. The amount remaining in the Gross Settlement Amount after the
23 deduction of Court-approved amounts for the PAGA Penalties payment, the Class Representative
24 Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
25 Payment, and the Administration Expenses Payment is the "Net Settlement Amount," which shall
26 be allocated to Class Members as their Individual Class Payments.

1 3. Based on a review of the motion papers, it appears to the Court on a preliminary
2 basis that the Settlement is fair, adequate and reasonable to the Class. It further appears that
3 investigation and research have been conducted such that counsel for the Parties are able to
4 reasonably evaluate their respective positions. It further appears to the Court that settlement at this
5 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
6 would be presented by the further prosecution of the Action. It further appears that the Settlement
7 has been reached as the result of serious and non-collusive, arms-length negotiations after
8 mediation with a respected mediator, Kevin Barnes, Esq. The Court therefore preliminarily finds
9 that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome
10 of further litigation and the significant risks relating to certification, liability, and damages issues.
11 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
12 subject only to any objections that may be raised at the Final Approval Hearing and final approval
13 by this Court.

14 4. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
15 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
16 Jeffrey S. Herman, Sergio J. Puche, Trevor G Moran of Blumenthal Nordrehaug Bhowmik De
17 Blouw LLP as Class Counsel for the Class.

18 5. A Final Approval Hearing on the question of whether the Settlement should be
19 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
20 valid and timely request to exclude themselves from the Settlement is scheduled for September 17,
21 2026 at 2:00 p.m. in Department CX102 of the Orange County Superior Court. Other matters for
22 determination at the Final Approval Hearing shall include whether the Final Approval Order and
23 Judgment should be entered herein; and whether the plan of allocation contained in the Agreement
24 should be approved as fair, adequate and reasonable to the Class Members. The motion for final
25 approval and for attorneys' fees, costs and service awards shall be heard at the Final Approval
26 Hearing and the papers are to be filed with the Court and served on all counsel no later than
27 sixteen (16) court days before the hearing.

1 6. Plaintiffs shall serve this Order on the LWDA.

2 7. For settlement purposes only, the Court conditionally certifies the following Class:
3 “all individuals who are or previously were employed by Defendant Biosense Webster, Inc. in
4 California and classified as a non-exempt employee at any time during the Class Period.” The
5 Class Period is August 15, 2019, through August 31, 2026 There are approximately 457
6 individuals in the Class.

7 8. The Agreement provides for a PAGA Penalties payment of \$40,000 in resolution of
8 the claim for penalties under PAGA, 75% (\$30,000) allocated to the LWDA PAGA Payment and
9 25% (\$10,000) allocated to the “Individual PAGA Payments” to the Aggrieved Employees. Each
10 Individual PAGA Payment shall be calculated by (a) dividing the amount of the Aggrieved
11 Employees’ 25% share of PAGA Penalties (\$10,000) by the total number of Workweeks worked
12 by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each
13 Aggrieved Employee’s Workweeks during the PAGA Period. “Aggrieved Employees” are all
14 individuals who are or previously were employed by Defendant in California and classified as a
15 non-exempt employees at any time during the PAGA Period (July 25, 2022 through August 31,
16 2025).

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

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

9 11. The Court approves, as to the form and content, the Objection form, the Dispute
10 Form, and the Request for Exclusion Form that the Class Members may use to object to the
11 settlement, dispute the Administrator's calculations of their Class and/or PAGA Workweeks, or
12 opt out of the Settlement, respectively, attached hereto as Exhibits #2, #3 and #4, respectively.

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

3 13. 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 14. 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 15. 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 pursuant to California Code of Civil Procedure Section 664.6 and California
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1 Rule of Court Rule 3.769(h) to consider all further applications arising out of or connected with
2 the proposed Settlement.

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

5 **IT IS SO ORDERED.**

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7 Dated: _____

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HON. LAYNE H. MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/21/2026
Due On: 09/20/2026

Daraphone Simma
1381 N. Armel Drive
Covina, CA 91722

CA3017

Biosense Webster, Inc.; J&J Medtech

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	06/29/2023	Review and analyze original intake notes. Review and research related litigation. Analyze defendant's business operations and financials. review and analyze facts and law. Conference with Plaintiff.	3.10	\$850.00	\$2,635.00
NDB	06/30/2023	Review emails and documents from client regrading DFEH, retaliation claims and off the clock tasks. Legal research regarding the same. Review previous mediation briefs with similar claims.	2.90	\$850.00	\$2,465.00
NDB	07/03/2023	Review entire employment file for legal claims. Analyze all pay stubs for wage and hour violations including regular rate claims. Legal research regarding the same. Obtain background facts for draft Complaint.	3.40	\$850.00	\$2,890.00
NDB	07/05/2023	Review and research meal break claims. Review and research venue issues. Draft original complaint.	3.00	\$850.00	\$2,550.00
NDB	07/09/2023	Review and analyze 2802 and rest break claims. Legal research. Finish draft of complaint.	2.80	\$850.00	\$2,380.00
NDB	07/23/2023	Review and research PAGA claims and penalties. Draft PAGA Notice.	2.00	\$850.00	\$1,700.00

NDB	07/24/2023	Conference with Plaintiff. Revise draft complaint. Send for approval.	1.50	\$850.00	\$1,275.00
JH	07/25/2023	Review file and claims	0.70	\$750.00	\$525.00
NDB	07/27/2023	Review complaint and case file. Draft internal case notes memo detailing facts and specific violations.	2.10	\$850.00	\$1,785.00
KN	07/29/2023	Review draft complaint; review research and analysis from ND; review client documents; analyze facts and claims; provide input to ND and RE	1.75	\$950.00	\$1,662.50
RE	08/14/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	08/14/2023	Review & analyze employment file documents	1.50	\$675.00	\$1,012.50
RE	08/15/2023	Review/revise/edit class action complaint draft; finalize draft for filing	2.10	\$675.00	\$1,417.50
RE	08/15/2023	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
RE	08/15/2023	Review & finalize class action complaint package; file in OC Sup. Ct.	0.50	\$675.00	\$337.50
RE	08/16/2023	Review court-returned docs re class action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
HD	08/16/2023	Review filed complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	\$250.00	\$125.00
KN	08/19/2023	Review filed complaint and Court notices; review emails and memo from RE	0.30	\$950.00	\$285.00
JH	09/13/2023	Review Court order re CMC; circulate and advise	0.30	\$750.00	\$225.00
TM	09/13/2023	Reviewed and analyzed Court's Minute Order and notice of initial CMC.	0.20	\$450.00	\$90.00
SB	09/28/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	10/10/2023	Review file; prep docs for service of process re class action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	10/13/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
SB	10/17/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	10/22/2023	Draft PAGA only complaint	3.75	\$675.00	\$2,531.25

NDB	10/22/2023	Review PAGA Notice. Review venue issues for PAGA complaint. Review and revise PAGA complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.50	\$850.00	\$1,275.00
KN	10/22/2023	Review draft PAGA complaint; review PAGA notice; analysis of claims and allegations; provide input to ND and RE	1.00	\$950.00	\$950.00
RE	10/23/2023	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	10/23/2023	Review & finalize PAGA only complaint package; file in OC Sup. Ct.	0.50	\$675.00	\$337.50
HD	10/23/2023	Review and assess Class Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.50	\$250.00	\$375.00
HD	10/23/2023	Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One. (Class)	0.50	\$250.00	\$125.00
RE	10/25/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
JH	10/25/2023	Review/analyze docs in file; update exhibit book and case notes	1.00	\$750.00	\$750.00
HD	10/25/2023	Execute and finalize Proof of Service. Serve Plaintiff's Written discovery, Set One via US Mail to Agent for Service.	0.50	\$250.00	\$125.00
HD	10/25/2023	Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for December 12, 2023	0.30	\$250.00	\$75.00
HD	10/25/2023	Review filed Paga complaint. Add case to Master Case Sheet. Register to track the case via Lexis-Court Link.	0.30	\$250.00	\$75.00
SP	10/25/2023	Reviewed Documents and created exhibit folder. Reviewed revised and finalized Discovery for service.	3.80	\$675.00	\$2,565.00
KN	10/26/2023	Review filed PAGA complaint and Court notices; review emails and memo from RE	0.30	\$950.00	\$285.00
JH	11/08/2023	Review and analyze letter from defense counsel re demurrer/Mtn to strike; respond to defense counsel	0.80	\$750.00	\$600.00
TM	11/08/2023	Reviewed and analyzed Defendant's meet and confer letter re Defendant's demurrer and motion to strike.	0.40	\$450.00	\$180.00

JH	11/20/2023	F/u correspondence with Defense counsel re demurrer	0.40	\$750.00	\$300.00
TM	11/21/2023	Reviewed Court's Minute Order and Case Management Conference Order.	0.30	\$450.00	\$135.00
JH	12/06/2023	Review file; correspondence with defense counsel re demurrer meet and confer	0.40	\$750.00	\$300.00
JH	12/08/2023	Additional f/u correspondence with defense counsel re demurrer meet and confer	0.30	\$750.00	\$225.00
JH	12/13/2023	Prepare for and attend meet and confer call re Defendant's contemplated demurrer/MTS; advise team	0.80	\$750.00	\$600.00
NDB	12/13/2023	Review and analyze emails from defense and BNBD lawyers regarding pleading challenges and demurrer. Review and research suitable seating, overtime, and minimum wage claims. Analyze case file. Review case demographics. Discuss issues with litigation team.	2.30	\$850.00	\$1,955.00
SP	12/15/2023	Reviewed correspondence, case notes and intake. Reviewed Complaint and revised to exclude claims for aggrieved employees and seating claims.	1.10	\$675.00	\$742.50
JH	12/15/2023	Review/revise draft FAC; discuss with AJB	0.50	\$750.00	\$375.00
RE	12/15/2023	Review email from OPC re service via NAR; prep PAGA action docs for service of process; prepare NAR; email to OPC w service docs & NAR; instruct staff to mail hard copies per code	0.75	\$675.00	\$506.25
SP	12/18/2023	Reviewed correspondence and file. Revised and finalized and arranged for service and filing of FAC.	0.80	\$675.00	\$540.00
HD	12/18/2023	Execute and finalize Proof of Service. Process and submit the First Amended Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	12/27/2023	Call from defense counsel re discovery and amended pleading	0.40	\$750.00	\$300.00
TM	01/09/2024	Reviewed Defendant's discovery responses to Plaintiff's written discovery, set one.	1.20	\$450.00	\$540.00
HD	01/10/2024	Downloaded Filed First Amended Complaint (Class) and saved to the file accordingly.	0.20	\$250.00	\$50.00
JH	01/10/2024	Review file and FAC; strategize re next steps; advise team	0.60	\$750.00	\$450.00
SP	01/10/2024	Reviewed case notes Complaint, FAC, discovery and orders. Drafted and revised Initial Status Conference Statement and sent to defendant.	1.90	\$675.00	\$1,282.50

		Drafted Notice and Acknowledgment of Receive. Corresponded with JSH, RE and Team re: service of FAC.			
TM	01/11/2024	Drafted meet and confer letter re Defendant's deficient discovery responses.	2.30	\$450.00	\$1,035.00
JH	01/11/2024	Review/revise draft meet and confer correspondence re discovery; advise TM	0.50	\$750.00	\$375.00
SP	01/11/2024	Correspondence with Defendant. Call with Defendant. Revised Joint Statement. Finalized Joint statement and arranged for service and filing.	1.30	\$675.00	\$877.50
TM	01/12/2024	Revised meet and confer letter per discussion with JH; email to OPC re meet and confer letter re Defendant's discovery responses.	0.90	\$450.00	\$405.00
HD	01/15/2024	Review Court Case Docket and confirm CMC for 01/19/2024 is still on calendar. Research and obtain remote appearance information. Circulate information to handling attorneys and update weekly events calendar.	0.20	\$250.00	\$50.00
JH	01/16/2024	F/u with TM re meet and confer re discovery	0.30	\$750.00	\$225.00
TM	01/18/2024	Email to and from OPC re Defendant's discovery responses; Reviewed Court's minute order re Case Management Conference.	0.60	\$450.00	\$270.00
JH	01/19/2024	Review/analyze Defendant's doc production; updated file; advise TM	1.50	\$750.00	\$1,125.00
TM	01/19/2024	Reviewed Declaration of Kevin Sullivan re extension to time for Defendant to file Demurrer.	0.30	\$450.00	\$135.00
JH	01/19/2024	Review/analyze Decl. from Defendant re extension to file demurrer/MTS; correspondence with defense counsel re same	0.40	\$750.00	\$300.00
TM	01/22/2024	Reviewed and analyzed Defendant's document production; Updated Exhibit book with Defendant's document production; Drafted report for team re Defendant's production to date.	1.50	\$450.00	\$675.00
JH	01/23/2024	Further review Defendant's doc production; update exhibit book; advise TM re meet and confer call	1.50	\$750.00	\$1,125.00
JH	01/23/2024	Draft objection to declaration re automatic extension	0.60	\$750.00	\$450.00
JH	01/25/2024	Review/analyze prior demurrer meet and confer letter; further review discovery responses; advise TM re meet and confer with defense counsel; post-call discussion with TM	1.50	\$750.00	\$1,125.00

TM	01/25/2024	Planned and prepared for upcoming meet and confer call with OPC re Defendant's discovery responses; Reviewed Plaintiff's initial discovery to Defendant; Reviewed legal research re Demurrer in preparation for meet and confer call; Meet and confer call with OPC re Defendant's discovery responses.	2.40	\$450.00	\$1,080.00
TM	01/29/2024	Reviewed notice of related cases.	0.20	\$450.00	\$90.00
JH	01/30/2024	Correspondence with defense counsel re mediation; discuss with AJB	0.30	\$750.00	\$225.00
TM	01/31/2024	Planned and prepared for upcoming meet and confer call with OPC; Meet and confer call with OPC re Defendant's discovery responses; email to OPC re meet and confer call.	1.60	\$450.00	\$720.00
JH	02/01/2024	F/u corresp. with defense counsel re mediation	0.30	\$750.00	\$225.00
NDB	02/06/2024	Review vacation pay and cal. Lab. Code Section 210 claims. Analyze Defendant's wage and hour docs and paystubs. Legal research.	2.00	\$850.00	\$1,700.00
TM	02/12/2024	Reviewed and analyzed Defendant's Answer to Plaintiff's Complaint.	0.80	\$450.00	\$360.00
JH	02/12/2024	Review/analyze Answer to complaint	0.40	\$750.00	\$300.00
KN	02/13/2024	Review Def Answer	0.30	\$950.00	\$285.00
TM	02/15/2024	Reviewed file to draft MDR, drafted MDR.	0.80	\$450.00	\$360.00
JH	02/15/2024	Review/revise draft mediation data request; advise TM	0.40	\$750.00	\$300.00
TM	02/16/2024	Revised and finalized MDR; Email to OPC re MDR.	0.50	\$450.00	\$225.00
SP	02/28/2024	Reveiwed calendar, docket, case file and correspondence in preparation for hearing/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
SP	03/04/2024	Reveiwed documents, correspondence and communications. Drafted, revised and sent correspondence to OPC re: Mediation Data Request following up on documents and data.	0.30	\$675.00	\$202.50
SP	04/04/2024	Reviewed correspondence, calendar documents, exhibit book and Mediation Data Request. Drafted and sent communication to Opp Counsel re: Mediation Data.	0.90	\$675.00	\$607.50
SP	04/04/2024	Reveiwed documents, correspondence and communications. Drafted, revised and sent correspondence to OPC re: Mediation Data Request following up on documents and data.	0.80	\$675.00	\$540.00

SP	04/09/2024	Followed up with Defendant as to Mediation Data. Arranged for Expert to receive Plaintiff's Data. Communication with Team Communication with Experts.	0.60	\$675.00	\$405.00
SP	04/11/2024	Reveiwed documents, correspondence and communications. Obtained additional Mediator availability. Drafted, revised and sent correspondence to OPC re: Mediation Data Request following up on documents and data and continuance of Mediation.	0.70	\$675.00	\$472.50
JH	04/12/2024	Discuss mediation data with SP; review exhibit book and advise	0.50	\$750.00	\$375.00
JH	04/15/2024	Discuss mediation data with SP; advise AJB	0.30	\$750.00	\$225.00
SP	04/15/2024	Reviewed correspondence, documents and correspondence. Drafted Mediation chart and draft case notes intake. Organized Documents and Exhibit book for Mediation Chart. Discussed with JSH. Corresponded with Opp Counsel re: Mediation rescheduling.	1.90	\$675.00	\$1,282.50
SP	04/16/2024	Reviewed calendar, documents and case notes. Correspondence with Expert re: continued Mediation date.	0.40	\$675.00	\$270.00
SP	04/19/2024	Reveiwed documents, correspondence and communications. Drafted, revised and sent correspondence to OPC re: continued Mediation Data Request following up on documents and data.	0.40	\$675.00	\$270.00
SP	05/06/2024	Reveiwed documents, correspondence and communications. Drafted, revised and sent correspondence to OPC re: continued Mediation Data Request following up on documents and data.	0.30	\$675.00	\$202.50
JH	05/10/2024	Review file and dockets; draft/revise Joint Reports in class and PAGA action; circulate to defense counsel for review; review defense counsel revisions; finalize and advise team re filing	0.70	\$750.00	\$525.00
HD	05/10/2024	Execute and finalize Proof of Service. Process and submit the Joint Status Report and Request to Continue Status Conference Pending June 05, 2024 Mediation with respect to the Class Matter for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
HD	05/10/2024	Execute and finalize Proof of Service. Process and submit the Joint Case Management Statement and Request to Continue CMC Pending June 05, 2024 Mediation with respect to the Paga Matter for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00

TM	05/15/2024	Reviewed Court's order re continued Status Conference.	0.20	\$450.00	\$90.00
JH	05/21/2024	Review file and exhibit book; advise AJB re issues presented in preparation for upcoming mediation	1.00	\$750.00	\$750.00
NDB	05/24/2024	Review and analyze discovery to date. Review court docket and case file. Analyze Defendant's written policy documents and pay stub exemplars for wage and hour violations. Legal research. Prepare for mediation.	4.10	\$850.00	\$3,485.00
NDB	05/26/2024	Review time punch data for rounding and meal break violations. Review and analyze regular rate claims in preparation for mediation.	2.40	\$850.00	\$2,040.00
NDB	05/27/2024	Review and analyze previous settlements with similar claims for mediation valuation. Legal research regarding related litigation and potential overlap. Analyze Plaintiff's individual damages and settlement authority.	2.20	\$850.00	\$1,870.00
SP	05/28/2024	Reviewed correspondence, documents, exhibit book and case notes. Communicated with Opp Counsel re: Mediation Data. Discussed with JSH.	0.70	\$675.00	\$472.50
SB	06/05/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
AB	06/06/2024	Draft mediation brief.	8.00	\$895.00	\$7,160.00
SB	06/07/2024	Add individual claims to case notes, calculate individual damages, advise AJB	2.80	\$450.00	\$1,260.00
AB	06/08/2024	Draft mediation brief.	8.00	\$895.00	\$7,160.00
KN	06/08/2024	Review documents and analysis from Team and ND; review legal research for claims; analyze issues for mediation; review draft of mediation brief; provide input to AJ	2.50	\$950.00	\$2,375.00
SP	06/11/2024	Reviewed documents, correspondence. Discussed with AJB and JSH. Called opp counsel. Arranged for receipt of Mediation data and service to Experts.	0.70	\$675.00	\$472.50
JH	06/12/2024	Review/analyze Defendant's mediation data production; update file and advise team/experts	1.00	\$750.00	\$750.00
SP	06/12/2024	Reveiwed documents from Plaintiff and 1198.5 documents and created exhibit book. Discussed claims and facts with clients Santos and Simma. Updated case notes.	3.50	\$675.00	\$2,362.50
SP	06/13/2024	Reveiwed and analyzed documents from defendant. Followed up with OPC re class composition and bonus policies. Began Mediation	4.80	\$675.00	\$3,240.00

		Brief draft.			
JH	06/14/2024	Review/analyze mediation expert analysis; discuss with team; advise/discuss with AJB re specific issues identified in data	1.50	\$750.00	\$1,125.00
SP	06/14/2024	Communicated with JSH and ABJ re: severance of Client Santos. Communicated with Santo via phone, email and text regarding severance. Did Case notes intake with Client Simma and updated mediation folder.	1.90	\$675.00	\$1,282.50
AB	06/14/2024	Finalize and file mediation brief.	8.00	\$895.00	\$7,160.00
SP	06/14/2024	Reveiwed and analyzed case notes, exhibit book, pleadings, correspondence and expert analysis. Finalized Mediation brief and provided to AJB. Discussed with AJB.	6.90	\$675.00	\$4,657.50
NDB	06/14/2024	Review all mediation materials including briefs and exhibits thereto. Analyze expert damage and penalty report. Prepare for mediation.	1.90	\$850.00	\$1,615.00
KN	06/14/2024	Review mediation valuation from expert	0.50	\$950.00	\$475.00
SP	06/17/2024	Reviewed correspondence from Opp Counsel and discussed with Team. Reviewed records and sent additional correspondence to Counsel re: Bonus compensation.	0.70	\$675.00	\$472.50
JH	06/17/2024	Discuss with AJB re mediation data/documents; advise	0.60	\$750.00	\$450.00
SB	06/17/2024	Prepare for mediation, review and analyze mediation, advise AJB	2.80	\$450.00	\$1,260.00
JH	06/18/2024	Additional review of documents in preparation for mediation; update case notes; advise AJB re strength of claims	2.00	\$750.00	\$1,500.00
AB	06/19/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
NB	06/19/2024	Review docs, analyze for settlement issues. Advise AJ.	3.00	\$995.00	\$2,985.00
SB	06/19/2024	Attend mediation	8.00	\$450.00	\$3,600.00
JH	06/20/2024	Discuss with AJB re outcome of mediation; review mediator's proposal; assess value for Kullar analysis	1.00	\$750.00	\$750.00
AB	06/20/2024	Review/analyze/respond to NBB's question re mediator's proposal. Draft/send response to mediator re proposal. Draft MOU.	3.00	\$895.00	\$2,685.00
NB	06/20/2024	Analyze approval issues re settlement.	2.50	\$995.00	\$2,487.50
KN	06/20/2024	Review mediator's proposal; review draft MOU;	0.60	\$950.00	\$570.00

provide input on MOU regarding OC requirements					
JH	06/26/2024	Discuss acceptance of mediator's proposal with AJB and next steps; review terms of settlement; advise team; review draft MOU	0.70	\$750.00	\$525.00
JH	07/01/2024	Review/analyze proposed revisions to draft MOU and AJB comments thereon	0.50	\$750.00	\$375.00
AB	07/01/2024	Review/analyze defendant's redlines to MOU. Draft responsive redlines/comments. Draft send corr/send to defendant w/ redlined MOU.	2.00	\$895.00	\$1,790.00
NB	07/10/2024	outline long form, analyze.	2.50	\$995.00	\$2,487.50
JH	07/19/2024	Additional corresp. with defense counsel re MOU	0.30	\$750.00	\$225.00
JH	07/24/2024	Review/analyze Defendant's additional revisions to MOU	0.30	\$750.00	\$225.00
SP	07/24/2024	Discussed the MOU with Client.	0.30	\$675.00	\$202.50
AB	07/24/2024	Review/analyze/finalize MOU w/ defense counsel's changes. Draft / send corr to defense counsel re: MOU.	2.00	\$895.00	\$1,790.00
NDB	07/24/2024	Review mediation notes and results. Analyze emails from OPC and BNBD. Review and analyze MOU terms. Send MOU to Plaintiff. Conference to discuss terms and obtain signature.	1.30	\$850.00	\$1,105.00
KN	07/24/2024	Review final MOU; analysis of issues for approval and long form agreement	0.50	\$950.00	\$475.00
TM	07/25/2024	Reviewed file to draft joint status conference statement in class and PAGA matters; drafted joint status conference statement (Class); drafted joint status conference statement(PAGA); email to OPC re joint reports.	1.80	\$450.00	\$810.00
JH	07/25/2024	Review/revise draft Joint Report; advise TM	0.50	\$750.00	\$375.00
TM	07/26/2024	Email to OPC re joint status reports.	0.20	\$450.00	\$90.00
TM	07/26/2024	Email to and from OPC re joint status reports in Class and PAGA matters; finalized and signed joint status reports, advised HD re filing/service.	0.80	\$450.00	\$360.00
HD	07/26/2024	Execute and finalize Proof of Service. Process and submit Joint Status Report (Class) to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
HD	07/26/2024	Execute and finalize Proof of Service. Process and submit Joint Status Report (Paga) to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	07/31/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00

JH	07/31/2024	Review fully executed MOU; discuss longform and operative complaint with NBB; advise team	0.50	\$750.00	\$375.00
AB	07/31/2024	Draft / send corr to defendant re MOU. Review analyze response. Adjust calendar for new deadlines re MOU. Review minute orders.	2.00	\$895.00	\$1,790.00
TM	08/01/2024	Reviewed Court docket to determine status of upcoming CMC in Class Matter; Reviewed docket re status in PAGA matter; Reviewed Court's order continuing CMC.	0.60	\$450.00	\$270.00
JH	08/01/2024	Review final MOU; discuss longform agreement with KN; review procedural posture and court local rules; review expenses to date; draft longform settlement agreement and circulate to Defendant or review	3.00	\$750.00	\$2,250.00
KN	08/01/2024	Review draft settlement agreement; analysis of issues; discuss with JH and advise JH as to specific issues; research prior approval process to ensure compliance	2.00	\$950.00	\$1,900.00
TM	08/02/2024	Review file; draft declaration of Plaintiff Simma re preliminary approval of class settlement/service award request; email to client re draft declaration.	2.50	\$450.00	\$1,125.00
TM	08/02/2024	Review file; Drafted Plaintiff's Second Amended Consolidated Complaint; Discussion with team re SAC; Revised SAC; email to OPC re SAC.	2.70	\$450.00	\$1,215.00
TM	08/02/2024	Draft declaration of Plaintiff Santos re preliminary approval of class settlement/service award request; Email to client re declaration.	1.00	\$450.00	\$450.00
JH	08/02/2024	Review/revise draft SAC; advise TM	0.60	\$750.00	\$450.00
SP	08/02/2024	Reviewed MOU, case notes, complaint, FAC and SAC, Discussed with TM. Communicated with Team.	1.60	\$675.00	\$1,080.00
TM	08/05/2024	Reviewed declaration ISO preliminary approval signed by Santos; Reviewed declaration ISO preliminary approval signed by Simma; advised team re status.	0.40	\$450.00	\$180.00
TM	08/05/2024	Email to and from Client confirming completion and status of declaration.	0.40	\$450.00	\$180.00
JH	08/07/2024	Review/analyze file re status of agreement; discuss with KN re OC Sup. Ct. specific requirements; request settlement administration bids	0.60	\$750.00	\$450.00
JH	08/12/2024	Review/analyze admin bids; compare	0.30	\$750.00	\$225.00
TM	08/12/2024	Drafted Stipulation to file FAC; email to OPC re stipulation.	0.70	\$450.00	\$315.00

JH	08/20/2024	Discuss with KN re longform and potentially moving for approval under MOU	0.30	\$750.00	\$225.00
TM	08/20/2024	Email to OPC re FAC and Stip to File.	0.20	\$450.00	\$90.00
NB	08/21/2024	Review Long Form analyze for final.	3.00	\$995.00	\$2,985.00
JH	09/13/2024	Review Defendant's proposed revisions to the longform; discuss with KN	1.00	\$750.00	\$750.00
NB	09/13/2024	Review revisions to Long Form, analyze for final.	2.50	\$995.00	\$2,487.50
JH	09/25/2024	Advise TM re stip and amended complaint	0.30	\$750.00	\$225.00
KN	10/01/2024	Review Defendant's revisions; review OC requirements; review issues in JH memo; respond to issues and advise JH	1.50	\$950.00	\$1,425.00
KN	10/01/2024	Review JH further revisions to Agreement; respond to JH	0.50	\$950.00	\$475.00
JH	10/01/2024	Further revise longform agreement; research OC-specific provisions; discuss with KN; circulate to defense counsel for review	1.30	\$750.00	\$975.00
TM	10/04/2024	Reviewed past correspondence; email to OPC re SAC and stipulation.	0.40	\$450.00	\$180.00
KN	10/10/2024	Review status; review docket and court procedures; prep for exhibits; plan next steps	0.50	\$950.00	\$475.00
JH	10/14/2024	F/u with defense counsel re longform agreement	0.20	\$750.00	\$150.00
JH	10/24/2024	Review file; f/u corresp w defense counsel re longform	0.20	\$750.00	\$150.00
JH	10/29/2024	Review/analyze Defendant's further revisions to longform; discuss with KN; advise TM	0.50	\$750.00	\$375.00
KN	10/29/2024	Review draft agreement; review revisions from Def and analysis of next steps; review issues from JH and advise; prepare forms for use in exhibits	1.50	\$950.00	\$1,425.00
TM	10/29/2024	Email to OPC re SAC.	0.20	\$450.00	\$90.00
JH	10/30/2024	Discuss with KN; f/u with defense counsel re agreement and SAC	0.30	\$750.00	\$225.00
JH	11/05/2024	Review/analyze Defendant's proposed revisions to Stip and FAC; advise TM	0.40	\$750.00	\$300.00
TM	11/06/2024	Email to OPC re stipulation to file FAC; reviewed Defendant's revisions to stipulation to file FAC.	0.40	\$450.00	\$180.00
JH	11/12/2024	Review docket and inquire with team re SAC	0.30	\$750.00	\$225.00
TM	11/14/2024	Reviewed Court's order re Stip to file SAC; advised HD re filing of SAC.	0.30	\$450.00	\$135.00

KN	11/25/2024	Review correspondence and respond; review final draft of Agreement; memo to JH; draft Exhibits; review prior OC ruling s for drafting of Exhibits; email draft exhibits to the Defendant.	4.75	\$950.00	\$4,512.50
KN	11/26/2024	Analysis of settlement issues; review Admin estimate and advise JH; review revised estimate; answer JH questions; review revised Agreement; update Exhibit A	1.00	\$950.00	\$950.00
HD	12/02/2024	Review ROA for Class and PAGA matter and status of cases. Draft shell for Joint Status Report for Class and PAGA and forward to attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
SP	12/02/2024	Reveiwed calendar, case notes, docket pleadings and correspondence to prepare for deadline/ appearance. Discussed with Team.	0.20	\$675.00	\$135.00
JH	12/05/2024	F/u corresp w defense counsel; finalize joint reports and prepare for filing	0.50	\$750.00	\$375.00
JH	01/27/2025	Review standing order; advise team re approval motion and dismissal of separate PAGA Action	0.40	\$750.00	\$300.00
SP	01/27/2025	Checked the file, orders and docket of Class Matter for SAC that includes the PAGA claims. Reveiwed, analyzed and revised the request for dismissal in the PAGA matter. Finalized and arranged for filing of dismissal	0.60	\$675.00	\$405.00
SP	01/27/2025	Reveiwed and analyzed MOU and settlement agreement. Reviewed, revised and finalized Request for Dismissal, declaration and Order. . Arranged for service and filing. Followed up on Class period with OPC.	1.80	\$675.00	\$1,215.00
SP	01/28/2025	Reveiwed and analyzed filing of Dismissal and updated team on filing	0.20	\$675.00	\$135.00
JH	02/26/2025	F/u corresp w defense counsel re end of class period based on workweeks; discuss with KN and NB	0.30	\$750.00	\$225.00
JH	03/04/2025	F/u coresp. w defense counsel re longform	0.20	\$750.00	\$150.00
JH	03/21/2025	Review file; f/u with defense counsel re agreement	0.20	\$750.00	\$150.00
NDB	03/26/2025	Review case file. Review settlement agreement and exhibits for conformity with MOU terms. Follow up with Plaintiff for signature and explanation of terms and approval process.	1.10	\$850.00	\$935.00
HD	04/09/2025	Draft shells for Joint Status Reports for the Class and Paga Matter. Forward to Attorney Herman.	0.50	\$250.00	\$125.00
HD	04/09/2025	Edit, execute and finalize Proof of Service.	0.50	\$250.00	\$125.00

Process and submit Joint Status Report to Court for filing via One Legal and serve via email.					
JH	04/22/2025	Review Order; circulate and advise team	0.20	\$750.00	\$150.00
KN	04/29/2025	Review status and Court notice; review and revise exhibits; email Defendant	0.75	\$950.00	\$712.50
SP	04/29/2025	Reviewed and analyzed MOU, Settlement Agreement, Correspondence, complaints and orders. Drafted Request for Dismissal, Declaration and proposed order. Arranged for service and filing.	1.30	\$675.00	\$877.50
HD	04/29/2025	Edit, Execute and Finalize Proof of Service. Process and submit Request For Dismissal of Paga Matter, Dec ISO and Proposed Order to Court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
TM	05/02/2025	Reviewed Court's notice of case reassignment.	0.20	\$450.00	\$90.00
RE	05/08/2025	Draft, file & serve peremptory challenge	0.75	\$675.00	\$506.25
KN	05/08/2025	Review status; review reassignment; research issue; memo to staff regarding next steps and filing	0.60	\$950.00	\$570.00
KN	06/21/2025	Work on approval issues; review prior requirements; prepare approval outline; research assignment issue; begin drafting motion for preliminary approval	2.30	\$950.00	\$2,185.00
KN	06/23/2025	Draft motion for preliminary approval; conference with Defendant; analysis of kullar issues; email draft motion to Defendant	2.50	\$950.00	\$2,375.00
JH	06/23/2025	Review/analyze draft MPA; discuss with KN	0.70	\$750.00	\$525.00
TM	06/24/2025	Reviewed Court's notice of hearing.	0.20	\$450.00	\$90.00
KN	07/08/2025	Update exhibits to Agreement; review Def email and prior emails; email response to Defendant	1.00	\$950.00	\$950.00
JH	07/14/2025	Review/analyze Defendant's proposed revisions to agreement exhibits	0.40	\$750.00	\$300.00
KN	07/23/2025	Review Defendant's revisions to the Exhibits; research issues; review guidelines; revise Exhibits; memo to Defendant addressing issues	1.50	\$950.00	\$1,425.00
KN	08/07/2025	Draft declaration ISO motion; analysis of further Kullar detail; prepare final declaration with exhibits	3.50	\$950.00	\$3,325.00
KN	08/07/2025	Review and revise motion for preliminary approval; finalize motion and declarations; file and serve documents; serve LWDA	1.75	\$950.00	\$1,662.50

HD	10/07/2025	Edit, execute and finalize Proof of Service. Process and submit Joint Status Report to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
SP	10/07/2025	Reviewed case notes, pleadings, calendar and correspondence. Drafted Joint Status Conferences statement and send to OPC. Reviewed and revised JSCS. Updated POS. Arranged for service and filing.	1.10	\$675.00	\$742.50
HD	10/08/2025	Receive and review email correspondence from opposing counsel re updates to service list. Update Defendant's service list accordingly.	0.20	\$250.00	\$50.00
TM	10/29/2025	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
TM	10/30/2025	Attended CMC; email to and from OPC re CMC; reviewed Court's minute order re CMC; advised team re status.	0.80	\$450.00	\$360.00
KN	01/06/2026	Review documents; analysis of issues to do; conference class with Def counsel; review and revise proposed order; email Def.	1.00	\$950.00	\$950.00
KN	01/08/2026	Draft supplemental declaration; finalize proposed order; prepare EFS with proposed order with exhibits; file and serve documents; email Def; serve LWDA	2.30	\$950.00	\$2,185.00
JH	01/14/2026	Review/analyze tentative ruling on MPA; circulate	0.30	\$750.00	\$225.00
TM	01/14/2026	Reviewed and analyzed Court's tentative ruling re MPA.	0.30	\$450.00	\$135.00
KN	01/14/2026	Review tentative ruling; analysis of issues; emails with Def	0.40	\$950.00	\$380.00
KN	01/15/2026	Court appearance; Review tentative ruling; review documents and prepare for hearing;	1.00	\$950.00	\$950.00
SP	01/20/2026	Reviewed and analyzed minute order and tentative ruling on motion for preliminary approval. Reviewed and responded to correspondence from client.	0.50	\$675.00	\$337.50
KN	03/03/2026	Review issues in order and email from Defendant; revise Agreement; revise Class notice; revise proposed orders; draft objection form; further revisions to Agreement; email Defendant	4.00	\$950.00	\$3,800.00
JH	03/04/2026	Review/analyze amended agreement and exhibits per court order	0.30	\$750.00	\$225.00
JH	03/18/2026	Review Defendant's revisions to First Amd Agreement	0.30	\$750.00	\$225.00
KN	03/18/2026	Review revisions and comments from Defendant regarding First Amended Agreement; analysis of	1.00	\$950.00	\$950.00

		issues; respond to Defendant			
JH	03/31/2026	Review/analyze Defendant's proposed revisions to revised agreement and KN's further revisions	0.40	\$750.00	\$300.00
KN	03/31/2026	Review Def revisions to Agreement; revise Agreement further; email Defendant; Review Def revisions to Exhibits; revise Exhibits further; email Defendant	2.00	\$950.00	\$1,900.00
KN	04/04/2026	Review Court's Order; research issues; begin work on supplemental declaration	2.00	\$950.00	\$1,900.00
KN	04/07/2026	Review revised documents and double check compliance with Court's order; email Defendant; work on supplemental declaration; prepare redlines for Exhibit 2.	2.00	\$950.00	\$1,900.00
KN	04/08/2026	Work on supplemental declaration; email Defendant with draft of decl.	2.60	\$950.00	\$2,470.00
NDB	04/08/2026	Review case file and previous orders. review and analyze amended settlement agreement for conformity with previous orders. Obtain signature from Plaintiff.	0.80	\$850.00	\$680.00
KN	04/13/2026	Review emails; analysis of issues; respond	0.50	\$950.00	\$475.00
KN	04/14/2026	Work on supplemental declaration; work on proposed order; file and serve documents; serve LWDA	2.75	\$950.00	\$2,612.50
KN	05/06/2026	Review tentative ruling; research issue; revise and redline proposed order; email Defendant	0.50	\$950.00	\$475.00
KN	05/07/2026	Review tentative; emails with Def; contact Court; finalize proposed order; prepare cover sheet with exhibits; file and serv documents	0.75	\$950.00	\$712.50
TM	05/11/2026	Review file and MPA order; email to and from client re case status.	0.40	\$450.00	\$180.00
KN	05/12/2026	Review status; respond to staff emails; check docket; download and review signed order; memo to Admin	0.75	\$950.00	\$712.50
KN	05/26/2026	Review and download signed Order; email Defendant; memo to Admin	0.50	\$950.00	\$475.00
TM	05/27/2026	Reviewed revised Admin timeline.	0.20	\$450.00	\$90.00
TM	05/27/2026	Reviewed TPA's preliminary calculations.	0.20	\$450.00	\$90.00
KN	05/29/2026	Review Admin email and timeline; respond; review Admin email and formatted class notice; check issues; respond to Admin; review spreadsheet and double check calculations.	1.00	\$950.00	\$950.00

TM	05/29/2026	Reviewed TPA's class notice.	0.20	\$450.00	\$90.00
TM	05/30/2026	Reviewed TPA's admin timeline	0.20	\$450.00	\$90.00
TM	06/01/2026	Reviewed TPA's revised class notice.	0.20	\$450.00	\$90.00
KN	06/17/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
TM	06/24/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
KN	06/25/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	07/09/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
TM	07/12/2026	Reviewed TPA's status report.	0.20	\$450.00	\$90.00
SP	07/16/2026	Reveiwed Status Report from the Third Party Administrator. Updated case file.	0.30	\$675.00	\$202.50
TM	07/23/2026	Reviewed TPA's status report.	0.20	\$450.00	\$90.00
KN	07/23/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
TM	07/29/2026	Reviewed TPA's status report.	0.20	\$450.00	\$90.00
KN	08/05/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
JH	08/06/2026	Analyze Preliminary Approval Order and prior tentative rulings, supple declaration and amended agreement, and admin reports; assess procedural posture; review attorney time and costs for loadstar analysis; draft MFA/Fee Motion notice and memorandum; discuss with KN	3.60	\$750.00	\$2,700.00
KN	08/06/2026	Review status and emails; respond to JH; review billing issues; correct issues	0.40	\$950.00	\$380.00
KN	08/13/2026	Review and revise draft motion for final approval; revise and redline proposed order; update chart; email Defendant; memo to staff; review and redline draft Admin decl	2.60	\$950.00	\$2,470.00
KN	08/13/2026	Work on proposed order; research issue; redline proposed order	0.50	\$950.00	\$475.00
TM	08/14/2026	Reviewed TPA's compliance declaration.	0.30	\$450.00	\$135.00
JH	08/14/2026	Review KN revisions to MFA/Fee Motion; review file admin report and admin draft declaration; propose revisions to admin draft declaration and review final admin declaration; analyze attorney billing and costs for loadstar analysis; draft declaration in support of MFA/Fee motion; discuss with KN; advise HD re tables	2.70	\$750.00	\$2,025.00
TM	08/20/2026	Reviewed revised TPA declaration.	0.20	\$450.00	\$90.00
KN	08/21/2026	Review and revise declaration ISO motion	1.00	\$950.00	\$950.00

KN	08/21/2026	Review Def comments on motion; review and revise motion and proposed order; work on motion issues; revise motion for final; file and serve motion; serve LWDA; memo to file	3.00	\$950.00	\$2,850.00
				Quantity Subtotal	327.55
				Services Subtotal	\$247,815.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/25/2023	PAGA FILING FEE	1.00	\$75.00	\$75.00
Expense	08/17/2023	Onelegal/Court Fees	1.00	\$1,492.98	\$1,492.98
Expense	10/13/2023	Onelegal/Court Fees	1.00	\$15.65	\$15.65
Expense	10/16/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	10/24/2023	Onelegal/Court Fees	1.00	\$1,492.98	\$1,492.98
Expense	11/15/2023	KNOX Filing and Messenger Service	1.00	\$153.85	\$153.85
Expense	04/15/2024	Mediation Fees - Kevin Barnes	1.00	\$6,250.00	\$6,250.00
Expense	06/26/2024	Berger Consulting Fees.	1.00	\$6,950.00	\$6,950.00
Expense	07/26/2024	One Legal Invoice No. 06231618	1.00	\$17.71	\$17.71
Expense	07/26/2024	One Legal Invoice No. 06232086	1.00	\$17.71	\$17.71
Expense	11/13/2024	One Legal Invoice No. 06552269	1.00	\$39.44	\$39.44
Expense	11/13/2024	One Legal Invoice No.06552396	1.00	\$61.95	\$61.95
Expense	11/15/2024	One Legal Invoice No. 06558509	1.00	\$17.76	\$17.76
Expense	12/05/2024	One Legal/Court Fees	1.00	\$17.76	\$17.76
Expense	12/05/2024	One Legal/Court Fees	1.00	\$17.76	\$17.76
Expense	01/30/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	04/09/2025	One Legal/Court Fees	1.00	\$17.50	\$17.50
Expense	04/30/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	05/09/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	05/09/2025	One Legal/Court Fees	1.00	\$61.95	\$61.95
Expense	08/07/2025	One legal filing charge - motion	1.00	\$85.90	\$85.90
Expense	10/07/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82

Expense	10/08/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	01/08/2026	One legal filing charge	1.00	\$26.08	\$26.08
Expense	01/09/2026	One legal charge	1.00	\$67.28	\$67.28
Expense	01/16/2026	One legal filing charge	1.00	\$20.91	\$20.91
Expense	04/14/2026	One legal filing charge	1.00	\$20.91	\$20.91
Expense	04/17/2026	One legal charge	1.00	\$93.15	\$93.15
Expense	05/07/2026	One legal filing charge	1.00	\$20.91	\$20.91
Expense	08/14/2026	One legal filing charge	1.00	\$20.91	\$20.91
Expense	08/21/2026	One legal filing charge - motion for final approval	1.00	\$85.90	\$85.90
Expenses Subtotal					\$17,292.53

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	43.0	\$895.00	\$38,485.00
Norm Blumenthal	13.5	\$995.00	\$13,432.50
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Nicholas De Blouw	40.4	\$850.00	\$34,340.00
Ricardo Ehmann	13.5	\$675.00	\$9,112.50
Jeffrey Herman	45.1	\$750.00	\$33,825.00
Trevor Moran	32.0	\$450.00	\$14,400.00
Kyle Nordrehaug	66.95	\$950.00	\$63,602.50
Sergio Puche	42.5	\$675.00	\$28,687.50
Heather Drosi	9.2	\$250.00	\$2,300.00
Quantity Total			327.55
Subtotal			\$265,107.53
Total			\$265,107.53

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/20/2026	\$265,107.53	\$0.00	\$265,107.53
Outstanding Balance				\$265,107.53
Total Amount Outstanding				\$265,107.53

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

Trevor G. Moran (State Bar #330394)

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Website: www.bamlawca.com

Attorneys for Plaintiff

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,

Plaintiff,

v.

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

Defendants.

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

**DECLARATION OF DARAPHONE
SIMMA IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Randall J. Sherman

Dept.: CX105

Action Filed: August 15, 2023

1 I, Daraphone Simma, declare as follows:

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

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

7 3. I worked for the defendant Biosense Webster, Inc. ("Biosense") in California from
8 December of 2021 to April of 2023, and during that time period I was classified by Biosense as a
9 non-exempt employee.

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

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I earned several
18 types of non-discretionary bonuses in pay periods where I worked overtime, but the bonus payments
19 were not factored into my regular rate for purposes of calculating my overtime rate. I was forced to
20 work off the clock due to COVID-19 checks being administered outside in the parking lot, which
21 required me to stand in line for over five minutes while a temperature check was performed, prior
22 to clocking in. I also did not always receive compliant meal breaks as I was required to clock out
23 and continue to work – and when these violations occurred, I did not receive all break penalty
24 payments I was entitled to. Further, I was not reimbursed for the use of my personal cell phone
25 which was an essential tool necessary to perform my job duties.

26 6. I spoke to my attorneys several times and discussed how Biosense implemented its company
27 policies and procedures. I also assisted my attorneys in their investigation into my claims by
28 providing them documents and answering their questions. I reviewed the complaint before it was

1 filed and was given access to an electronic file sharing program that alerted me via email when
2 important documents were filed so that I could review them and keep up with the developments in
3 the case which I understood was one of my duties as a class representative. I could also access court
4 filings from this case on my attorney's law firm website. Also, I was informed that Biosense had
5 the right to take my deposition, and that the preparation and deposition itself could take multiple
6 days. Although my deposition was not taken, I feel I would have been adequately prepared and
7 comfortable to give testimony on my experiences.

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

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

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

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

1 11. A mediation took place on June 19, 2024, with Kevin T. Barnes, a well-respected and
2 experienced mediator of wage and hour class actions. After the mediation the parties were able to
3 come to an agreement to settle the action based on a mediator's proposal. I communicated with my
4 attorneys regarding the terms of the settlement which was reached between the parties and
5 understood that I was representing absent class members and therefore wanted the best possible
6 result to be obtained for the class members and I believe a very positive result was in fact achieved
7 via settlement. I reviewed and signed the Memorandum of Understanding on July 24, 2024. When
8 the final settlement agreement is ready, I intend to review it closely before signing.

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

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

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

15. As part of the settlement, it was necessary for me to sign a general release of claims I may have against Biosense. I believe the class representative service payment I have requested provides me with some compensation for this agreed release.

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

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

Executed on Aug 2, 2024, at Covina, Ca.
(city, state)

Daraphone Simma
Daraphone Simma (Aug 2, 2024 16:33 PDT)

Daraphone Simma

EXHIBIT #6

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Attorneys for Plaintiff

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,

Plaintiff,

v.

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

Defendants.

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

**DECLARATION OF WENDY SANTOS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Randall J. Sherman

Dept.: CX105

Action Filed: August 15, 2023

1 I, Wendy Santos, declare as follows:

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

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

7 3. I worked for the defendant Biosense Webster, Inc. ("Biosense") in California from 2012 to
8 November of 2020, and during that time period I was classified by Biosense as a non-exempt
9 employee.

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

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I earned several
18 types of non-discretionary bonuses in pay periods where I worked overtime, but the bonus payments
19 were not factored into my regular rate for purposes of calculating my overtime rate. I was forced to
20 work off the clock due to COVID-19 checks being administered outside in the parking lot, which
21 required me to stand in line for over five minutes while a temperature check was performed, prior
22 to clocking in. I also did not always receive compliant meal breaks as I was required to clock out
23 and continue to work – and when these violations occurred, I did not receive all break penalty
24 payments I was entitled to. Further, I was not reimbursed for the use of my personal cell phone
25 which was an essential tool necessary to perform my job duties.

26 6. I spoke to my attorneys several times and discussed how Biosense implemented its company
27 policies and procedures. I also assisted my attorneys in their investigation into my claims by
28 providing them documents and answering their questions. I reviewed the complaint before it was

1 filed and was given access to an electronic file sharing program that alerted me via email when
2 important documents were filed so that I could review them and keep up with the developments in
3 the case which I understood was one of my duties as a class representative. I could also access court
4 filings from this case on my attorney's law firm website. Also, I was informed that Biosense had
5 the right to take my deposition, and that the preparation and deposition itself could take multiple
6 days. Although my deposition was not taken, I feel I would have been adequately prepared and
7 comfortable to give testimony on my experiences.

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

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

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

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

1 11. A mediation took place on June 19, 2024, with Kevin T. Barnes, a well-respected and
2 experienced mediator of wage and hour class actions. After the mediation the parties were able to
3 come to an agreement to settle the action based on a mediator's proposal. I communicated with my
4 attorneys regarding the terms of the settlement which was reached between the parties and
5 understood that I was representing absent class members and therefore wanted the best possible
6 result to be obtained for the class members and I believe a very positive result was in fact achieved
7 via settlement. I reviewed and signed the Memorandum of Understanding on July 24, 2024. When
8 the final settlement agreement is ready, I intend to review it closely before signing.

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

16 13. My attorneys explained to me that the settlement process involves a two-step review by the
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15. As part of the settlement, it was necessary for me to sign a general release of claims I may have against Biosense. I believe the class representative service payment I have requested provides me with some compensation for this agreed release.

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

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

Executed on Aug 2, 2024, at Pomona, CA.
(city, state)

Nm

Wendy Santos (Aug 2, 2024 16:33 PDT)

Wendy Santos