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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

*Cardinal Health Pharmacy Wage and Hour  
Cases,*

Included Action:

DEBORAH JONES and MICHAEL  
SALAZAR, individually, and on behalf of  
other members of the general public similarly  
situated, and as aggrieved employees pursuant  
to the Private Attorneys General Act  
("PAGA"),

Plaintiffs,

vs.

CARDINAL HEALTH PHARMACY  
SERVICES, LLC, a Delaware limited liability  
company; CARDINAL HEALTH, INC., an  
Ohio corporation; and DOES 1 through 10,  
inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 5320**

CASE NO.: 23CV419594

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

Hearing Date: November 12, 2025

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated September 3,  
2025]

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: July 25, 2023

Trial Date: Not set

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

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

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

25  
26 3. Summary of the Proposed Settlement.

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

1 Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”) reached a full and final  
2 settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with  
3 the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant  
4 is is One Million Seven Hundred Twenty-Five Thousand Nine Hundred Sixteen Dollars and Thirty Two  
5 Cents (\$1,725,916.32) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.21, 3.1 and 9.) The original  
6 Gross Settlement Amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) was  
7 increased by \$175,916.32 due to the Agreement's Escalator Clause, which was triggered. (Agreement at  
8 ¶ 9.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment  
9 of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment  
10 and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class  
11 Representative Service Payments to Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶  
12 1.22.)

13 (b) The Gross Settlement Amount does not include Defendants’ share of payroll taxes.  
14 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendants.  
15 (Agreement at ¶ 3.1.)

16 (c) Within thirty (30) days of the Effective Date, Defendants shall deposit the Gross Settlement  
17 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments  
18 to Participating Class Members along with the other Court-approved distributions shall be made by the  
19 Administrator within fourteen (14) days after Defendants fully fund the Gross Settlement Amount.  
20 (Agreement at ¶ 5.1.)

21 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved  
22 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service  
23 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
24 Administration Expenses Payment (the “Net Settlement Amount”) shall be allocated to Participating  
25 Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and 3.2(e).) From the Net  
26 Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated  
27 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating  
28 Class Members during the Class Period and (b) multiplying the result by each Participating Class

1 Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be calculated based on Defendants'  
2 records; however, Class Members will have the right to challenge their number of Workweeks.

3 (e) Class Members were sent the Court approved Class Notice using the procedure approved by  
4 the Court by mailing the notice packets after updating class members' addresses using the National  
5 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such  
6 notices to any forwarding address provided or updated address located. *See* Declaration of Stacey Shim  
7 ("Shim Decl.") ¶ 7, Exh. A. Class Members were provided with the opportunity to exclude themselves  
8 or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Shim Decl.  
9 ¶ 7, Exh. A. Significantly, there have been **no objections and no requests for exclusion**. Shim Decl.  
10 ¶¶ 17-20. As such, the entire Class (100%) will participate in the Settlement and will be sent a settlement  
11 check. *Id.* All Aggrieved Employees, including those who submit an opt-out request, will still be paid  
12 their allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released  
13 Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice  
14 advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks.  
15 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

16 (f) A Participating Class Member must cash the check for his or her Individual Class Payment  
17 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)  
18 Any settlement checks not cashed within 180 days will be voided and any funds represented by such  
19 checks will be allocated to a Court-approved nonprofit organization or foundation consistent with Code  
20 of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties agreed to propose Legal Aid at  
21 Work as the the Cy Pres Recipient of this Settlement to receive the uncashed funds. (Agreement at ¶  
22 5.4.) Neither Plaintiffs nor my firm have any relationship or interest in Legal Aid at Work.

23 (g) Apex Class Action was appointed by the Court as the Administrator for the Settlement.  
24 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement  
25 administration in an amount not to exceed \$11,000. (Agreement at ¶ 3.2(c).) As set forth in the Shim  
26 Decl. at ¶ 26, the Administration Expenses Payment, including fees and costs incurred to-date, as well  
27 as anticipated fees and costs for completion of the settlement administration, are \$9,890.

28 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum

1 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement  
2 at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel Litigation  
3 Expenses Payment in an amount not to exceed \$45,000. (Agreement at ¶ 3.2(b).) Subject to Court  
4 approval, the Agreement provides for a payment of no more than \$10,000 each to Plaintiffs as their Class  
5 Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys'  
6 fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary support,  
7 including lodestar.

8 (i) Subject to Court approval, Fifty Thousand Dollars (\$50,000) will be paid from the Gross  
9 Settlement Amount in settlement of Plaintiffs' claim for civil penalties under the California Labor Code  
10 Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.* Pursuant to the express  
11 requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75%  
12 (\$37,500) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$12,500) allocated  
13 to the Aggrieved Employees and distributed as Individual PAGA Payments based on the number of their  
14 respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of  
15 service, the LWDA has been served with this motion and the Agreement.

16 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved  
17 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the  
18 settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the  
19 Settlement valued at \$1,550,000 is an excellent result for the Class. This result is particularly favorable  
20 in light of the fact that liability and class certification in this case were far from certain in light of the  
21 defenses asserted by Defendants. Given the complexities of this case, the defenses asserted, the  
22 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed  
23 settlement is fair, reasonable and adequate, and should be finally approved.

24  
25 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
26 dated September 3, 2025 ("Preliminary Approval Order"), the approved Class Notice has been  
27 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.  
28 On August 8, 2025, the Administrator mailed the Court-approved Class Notice to the Class Members,

1 which provided each class member with the terms of the Settlement, including notice of the claims  
2 at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award  
3 that were being sought, how individual settlement awards would be calculated, and the specific,  
4 estimated payment amount to that individual. *See* Shim Decl. ¶ 7, Exh. A. In disseminating the notice,  
5 the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval  
6 Order. On October 13, 2025, Defense Counsel discovered that an additional 43 individuals had been  
7 inadvertently omitted from the Class Data. Shim Decl. ¶ 8. Therefore, pursuant to an agreement  
8 among the Parties, a supplemental notice was sent to the additional 43 individuals on November 4,  
9 2024. Shim Decl. ¶¶ 11-12. Significantly, there have been **no objections and no requests for**  
10 **exclusion from the 733 total Class Members**. Shim Decl. ¶¶ 17-20. As such, the entire Class  
11 (100%) will participate in the Settlement and will be sent a settlement check. *Id.*

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

21  
22 6. Procedural History of the Litigation

23 (a) On August 18, 2023, Plaintiff Michael Salazar filed with the LWDA and served on Defendant  
24 Cardinal Heather Pharmacy Services, Inc. a notice under Labor Code section 2699.3 identifying the  
25 alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various  
26 Labor Code violations, including Cal. Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a),  
27 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of  
28 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,

1 Section 1 1070(14) (Failure to Provide Seating), and violation of the applicable Industrial Welfare  
2 Commission Wage Order(s)..

3 (b) The Action:

4 i. **The Jones Class Action** - On July 25 2023, Plaintiff Jones filed a Class Action  
5 Complaint against Defendants in the Superior Court of the State of California, County of Santa Clara (the  
6 “Jones Class Action”). Plaintiff Jones’s Class Action complaint asserted the following claims against  
7 Defendants: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation  
8 of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages); (3)  
9 Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest  
10 Periods); (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage  
11 Statements and Failure to Maintain Payroll Records); (5) Violation of California Labor Code §§ 201 and  
12 202 (Wages Not Timely Paid Upon Termination); (6) Violation of California Labor Code § 204 (Failure  
13 to Timely Pay Wages During Employment); (7) Violation of California Labor Code § 2802  
14 (Unreimbursed Business Expenses); (8) Violation of California Business & Professions Code §§ 17200,  
15 et seq. (Unlawful Business Practices); and (9) Violation of California Business & Professions Code §§  
16 17200, et seq. (Unfair Business Practices). On October 27, 2023, Plaintiff Jones filed a First Amended  
17 Class Action Complaint adding a cause of action for Civil Penalties for violations of the California Labor  
18 Code, pursuant to PAGA, §§ 2698, et seq.

19 ii. **The Salazar Class Action** - On September 14, 2023, Plaintiff Salazar filed a Class  
20 Action Complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of  
21 the State of California, County of Los Angeles (the “Salazar Class Action”). Plaintiff Salazar’s Class  
22 Action complaint asserted class claims against Defendant Cardinal Health Pharmacy Services, LLC as  
23 follows: (1) Violated California Business and Professions Code § 17200 et seq.; (2) Failed to pay  
24 minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) Failed to pay  
25 overtime wages in violation of California Labor Code § 510, et seq.; (4) Failed to provide required meal  
26 periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5)  
27 Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the  
28 applicable IWC Wage Order; (6) Failed to provide accurate itemized wage statements in violation of

1 California Labor Code § 226; (7) Failed to reimburse employees for required expenses in violation of  
2 California Labor Code § 2802; and, (8) Failed to pay sick pay wages in violation of California Labor  
3 Code §§ 201-203, 233, 246.

4           iii.     **The *Salazar* PAGA Action** - On July 3, 2025, plaintiff Salazar filed a filed a  
5 complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of the State  
6 of California, County of Los Angeles (“*Salazar* PAGA Action”). Plaintiff Salazar’s Representative  
7 Action Complaint asserted a cause of action against Defendant Cardinal Health Pharmacy Services, LLC  
8 for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202,  
9 203, 204, et seq., 210, 218 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,  
10 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California  
11 Code of Regulations, Title 8, Section 11740(14) (failure to provide seating), and the applicable Wage  
12 Order(s). Plaintiff Salazar also individually asserted the following four (4) causes of action against  
13 Defendant Cardinal Health Pharmacy Services, LLC: (1) Retaliation In Violation of FEHA; (2) Failure  
14 To Prevent Retaliation In Violation of FEHA; (3) Violation Of Labor Code § 1102.5; and, (4) Wrongful  
15 Termination

16           iv.     **Coordination** - On June 18, 2024, the Court issued its Order granting Defendants’  
17 Petition for Coordination of the Jones Class Action and the Salazar Class Action, which thereafter  
18 proceeded as the *Cardinal Health Pharmacy Wage and Hour Cases*, JCCP No. 5320.

19           (c) As part of this Settlement, the Parties stipulated to the filing of a Second Amended Class and  
20 Representative Action Complaint in the *Jones* Class Action as part of the JCCP proceeding, that adds the  
21 Parties and Claims originally filed in the *Salazar* Class Action and the PAGA claims from the *Salazar*  
22 PAGA Action. The Second Amended Class and Representative Action Complaint is the operative  
23 complaint in the Cardinal Health Pharmacy Wage and Hour Cases (the “Operative Complaint”), and was  
24 filed on March 11, 2025. Defendants deny the allegations in the Operative Complaint, deny any failure  
25 to comply with the laws identified in the Operative Complaint and deny any and all liability for the  
26 causes of action alleged.

27           (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
28 production of documents, class data, and other information, allowing for the full and complete analysis

1 of liabilities and defenses to the claims in the Action. Plaintiffs obtained informal discovery, which  
2 included the production and analysis of thousands of pages of documents. The information for mediation  
3 obtained by Plaintiffs included: (1) data concerning the composition of the Class; (2) a sampling of  
4 payroll data and time punch data for the Class which covered 173 employees and 54,713 shifts; (3)  
5 Defendants' wage and hour policies and job descriptions; (4) the employment files for the Plaintiffs; and,  
6 (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data and  
7 information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the  
8 claims for the Class.

9 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
10 The Parties have vigorously litigated the Action since inception. During the course of litigation, the  
11 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have  
12 engaged in substantial research and investigation in connection with the Action. Class Counsel has  
13 thoroughly analyzed the value of the claims during the prosecution of the Action and utilized an expert  
14 to perform an analysis of the data and valuation of the claims.

15 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation.  
16 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and  
17 information in connection with the Action. On January 14, 2025, the Parties participated in an all-day  
18 mediation presided over by Marc Feder, a respected and experienced mediator of wage and hour class  
19 actions. Following the mediation, each side, represented by its respective counsel, were able to agree  
20 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of  
21 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.  
22 At all times, the negotiations were arm's length and contentious.

23 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any  
24 kind associated with the claims alleged in the Action and further denies that, for any purpose other than  
25 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,  
26 among other things, that they have properly compensated the Class Members and complied at all times  
27 with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,  
28 Defendants contend that class certification is inappropriate for any reason other than for settlement.

1 Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further contend that  
2 the Action are appropriate for class certification on the basis that the claims meet the requisites for class  
3 certification. Without admitting that class certification is proper, Defendants have stipulated that the  
4 above Class may be certified for settlement purposes only. (Agreement at ¶ 2.10.) The Parties agree that  
5 certification for settlement purposes is not an admission that class certification is proper. Further, the  
6 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified  
7 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the  
8 requisites for establishing class certification with respect to the Class are satisfied.

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

## 20 21 7. History of Settlement Discussions

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

28 (b) The Parties attended an arms-length mediation session with Marc Feder, Esq., a respected

1 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In  
2 preparation for the mediation, Defendants provided Plaintiffs and Class Counsel with payroll and  
3 employment data and other information regarding the Class Members, various internal documents,  
4 and other compensation and employment-related materials. Class Counsel analyzed the data with the  
5 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the  
6 mediator. Following the all-day mediation session, with after arms' length negotiations both during  
7 and after the mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

8 (c) From January 2025 to June 2025, the settlement agreement and exhibits thereto were  
9 finalized and executed. The Court granted Plaintiffs' Motion for Preliminary Approval, and entered  
10 an Order approving the settlement as fair, adequate, and reasonable to the Class on September 3, 2025.

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

13  
14 8. The outcome of this case would have been uncertain and fraught with risks.

15 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims  
16 of the Here, a number of defenses asserted by Defendants present serious threats to the claims of the  
17 Plaintiffs and the other Class Members. Defendants maintain that its practices complied with all  
18 applicable wage and hour laws. Defendants maintains that all Class Members' work time was properly  
19 recorded and compensated. Defendants established they had a valid alternative workweek election,  
20 negating the claim for unpaid overtime. Defendants contend that their meal and rest period policies and  
21 practices provide Class Members with meal and rest periods. As to expense reimbursement, Defendants  
22 maintain that they did not fail to provide reimbursement for necessary business expenses because, among  
23 other things, the alleged expenses were convenient and voluntary, and therefore not were required  
24 expenses giving rise to reimbursement. Defendants could argue that the decisions in *Brinker v. Superior*  
25 *Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003),  
26 and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims in terms  
27 of liability and value, and preclude claims from proceeding on a class or representative basis. Defendants  
28 also maintain that a good faith dispute and absence of willfulness would negate the claims for waiting

1 time penalties and/or failure to provide accurate itemized wage statements. See e.g. *Naranjo v. Spectrum*  
2 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) (“if an employer reasonably and in good faith believed  
3 it was providing a complete and accurate wage statement in compliance with the requirements of section  
4 226, then it has not knowingly and intentionally failed to comply with the wage statement law.”) If  
5 successful, Defendants’ defenses could eliminate or substantially reduce any recovery to the Class.  
6 While Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have  
7 merit and therefore present a serious risk to recovery by the Class.

8 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable  
9 to obtain class certification and thereby not recover on behalf of any employees other than themselves  
10 Defendants argued that the individual experience of each putative class member varied with respect to  
11 the claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiffs’  
12 meal and rest period claims would require individualized inquiries into whether each employee took a  
13 compliant meal or rest period on a given shift and, if not, why. Plaintiffs are aware of other cases where  
14 class certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885  
15 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as  
16 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59  
17 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class  
18 has been certified. While other cases have approved class certification of wage and hour claims, class  
19 certification in this Action would have been hotly disputed and was by no means a foregone conclusion.

20 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further  
21 litigation cannot be overstated. There is little doubt that Defendants would post a bond and appeal in  
22 the event of an adverse judgment. A post-judgment appeal by Defendants would have required many  
23 more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total,  
24 then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery  
25 today outweigh an uncertain result three or more years in the future. Plaintiffs and Class Counsel  
26 recognize the expense and length of a trial against Defendants through possible appeals which could  
27 take at least another two or three years. Class Counsel also have taken into account the uncertain  
28 outcome, the risk of litigation, especially in complex actions such as this one. Class Counsel are also

1 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims  
2 asserted in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs  
3 would have mounted and recovery would have been delayed if not denied, thereby reducing the  
4 benefits of an ultimate victory. The Settlement confers substantial benefits upon the Class. Based upon  
5 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the  
6 Agreement is in the best interest of the Class.

7 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants'  
8 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary  
9 approval which discussed the value of the class claims in detail, the Gross Settlement Amount  
10 compares favorably to the value of the claims. Based upon 733 Class Members who collectively worked  
11 an estimated 76,830 workweeks, the Gross Settlement Amount provides an average value of \$2,354.59  
12 per Class Member and \$22.46 per workweek and, after deductions, the Net Settlement Amount provides  
13 an average recovery of \$1,399.34 per Class Member and a recovery of \$13.35 per workweek. The  
14 calculations to compensate for the amount due for the Class at the time of the mediation were  
15 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue  
16 in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages  
17 for the employees. The maximum potential damages for alleged off-the-clock work at one hour per week  
18 was \$3,399,337, the maximum potential damages for the alleged miscalculation of the regular rate when  
19 paying overtime is \$7,818, the maximum potential damages for the alleged miscalculation of the regular  
20 rate when paying meal premiums was \$2,252, the maximum potential damages for alleged meal period  
21 violations were estimated to be \$423,330 based upon a 10% violation rate observed in the time records  
22 and after deduction of meal period premiums paid by Defendants, the maximum potential damages for  
23 alleged rest period violations were estimated to be \$802,535 based upon the same 10% violation rate for  
24 shifts worked by the Class observed for meal periods, and the maximum potential damages for the  
25 alleged failure to reimburse business expenses were calculated to be \$83,110 based upon \$5 per month.  
26 In total, the damages for the Class were calculated to have a maximum potential total value of  
27 \$4,718,382. In addition, Plaintiffs calculated that the maximum value of the potential waiting time  
28 penalties were between \$1,663,956 and \$3,327,912, depending on the predicate violation, and the

1 maximum value of the potential wage statement penalties were \$932,750.<sup>1</sup> Defendants vigorously  
2 disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount  
3 represents more than 32% of Plaintiffs' calculation of the potential maximum damages at issue for the  
4 Class in this case, assuming these amounts could all be proven in full at trial.<sup>2</sup> Importantly, the recent  
5 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,  
6 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement  
7 penalties, even if wages were owed to the class. The maximum calculations should then be realistically  
8 risk rated in consideration for both the risk of class certification and the risk of establishing class-wide  
9 liability on all claims. Given the amount of the Settlement as compared to the potential value of the  
10 claims, the Settlement is most certainly fair and reasonable.<sup>3</sup> Clearly, the goal of this litigation has been  
11 met.

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

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16 <sup>1</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
17 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses  
18 asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for  
19 meal or rest periods or other wages were owed given Defendants' position that Plaintiffs and Class  
20 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584  
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith  
dispute as to whether and when the wages were due.").

21 <sup>2</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
22 Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The  
23 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'  
Motion for Preliminary Approval.

24 <sup>3</sup> 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 member allocation (in addition to their Individual PAGA Payment) are \$3,204.13 and \$1,399.35,  
2 respectively. *See* Shim Decl. at ¶23. Given the complexities of this case, the defenses, along with the  
3 uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should  
4 be finally approved.

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

#### 11 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

14 (a) Class Counsel successfully negotiated a class action settlement which provides for a common  
15 fund settlement to be paid by Defendants to the Class in the amount of \$1,725,916.32) (Agreement at  
16 ¶¶ 1.21, 3.1 and 9.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to  
17 one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶  
18 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment  
19 in an amount equal to one-third of the Gross Settlement Amount.

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

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

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

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

5 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third  
6 of the Gross Settlement Amount of \$1,725,916.32 which equals \$575,305.44 for attorneys' fees. As part  
7 of the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations  
8 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$45,000. Finally,  
9 Defendants also agreed that Plaintiffs can be awarded Class Representative Service Payments in the  
10 amount of \$10,000 each (\$20,000 in total) as their service awards under the Agreement.

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

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

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

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

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

9 (f) The Settlement was possible because Defendants recognized the risks that Plaintiffs could  
10 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.  
11 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and  
12 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated  
13 by the vigorous defense presented by counsel for Defendants. Over the last years of litigation, Class  
14 Counsel was required to invest substantial time and resources in investigation, litigation, the  
15 determination of potential damages and communicating with and responding to opposing counsel's and  
16 class members' requests and inquiries.

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

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

1 as well as other potential negative financial ramifications from having sued Defendants on behalf of the  
2 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
3 Plaintiffs also support the requested awards.

4 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on the  
5 reasonableness of a percentage figure.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.  
6 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$575,305.44  
7 is also established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**  
8 **records for Class Counsel evidence that through October 16, 2025, Class Counsel’s total lodestar**  
9 **is \$344,752.50, with significant additional fees still to be incurred to complete final approval and**  
10 **the settlement process.** See Exhibit #3 [lodestar of \$180,995; see also Declaration of Raul Perez  
11 (“Perez Decl.”) at ¶ 19 [lodestar of \$163,757.50]. The requested fee award is therefore currently  
12 equivalent to Class Counsel’s total lodestar with a reasonable multiplier cross-check of less than 1.7,  
13 and there will be additional lodestar incurred by Class Counsel to complete the settlement process and  
14 manage the settlement distribution and reports. As evidenced by the billing, Class Counsel’s work was  
15 efficiently performed and highly successful, and Class Counsel should not be punished for efficient and  
16 successful litigation. As a result, this Court may conclude that the requested award is fair and reasonable  
17 and is justified under California law.

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

25 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
26 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a  
27 wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange  
28 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third

1 award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San  
2 Francisco Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a  
3 one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global*  
4 *Services USA* (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded  
5 Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM*  
6 *Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class  
7 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas*  
8 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham  
9 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v.*  
10 *Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David  
11 Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*  
12 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson  
13 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in  
14 *O'Donnell v. Okta, Inc.* (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer  
15 awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in  
16 *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren  
17 E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v.*  
18 *S&D Carwash Management LLC* (Sacramento Superior Court Case No. 2019-00251338), Judge  
19 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On  
20 August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.* (Sacramento Superior Court Case No.  
21 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a  
22 wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San  
23 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third  
24 fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage*  
25 *and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third  
26 fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM*  
27 *Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice  
28 awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing*

1 *v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B.  
2 Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023,  
3 in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa  
4 D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in  
5 *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657),  
6 Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023,  
7 in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290),  
8 Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16,  
9 2023, in *Flores v. Walmart* (San Bernardino County Superior Court Case No. CIVDS2023061), Judge  
10 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,  
11 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge  
12 Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29,  
13 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481),  
14 Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September  
15 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.  
16 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.  
17 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.  
18 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class  
19 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court  
20 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour  
21 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case  
22 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class  
23 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case  
24 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class  
25 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees  
26 that have been awarded in other similar cases.

27       12.     **The contemporaneous billing records for Class Counsel evidence that through**  
28 **October 16, 2025, Class Counsel's total lodestar combined is \$344,752.50, with significant**

1 **additional fees still to be incurred to complete final approval and the settlement process.** The  
2 requested fee award is therefore currently equivalent to Class Counsel’s total lodestar with a reasonable  
3 multiplier cross-check of [REDACTED], and there will be additional lodestar incurred by Class Counsel to complete  
4 the settlement process and manage the settlement distribution and reports. From August 2, 2023 to March  
5 26, 2026, my firm worked on this matter for over 267 hours, with hourly rates for attorneys ranging from  
6 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$180,995.00. A detailed  
7 breakdown of the total fees and the services performed by the firm on this case is attached hereto as  
8 Exhibit #3. In addition, my firm will be performing significant additional work that is not included in this  
9 lodestar amount, including finalizing the final approval motion, attending the hearing on final approval,  
10 and monitoring completion of the settlement process. I expect this additional work will result in \$20,000  
11 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of  
12 attorneys in the local legal community for similar work and, if this were a commercial matter, these are  
13 the charges that would be made and presented to the client. My firm's hourly rates are based upon the  
14 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct  
15 copy of the current Laffey Matrix is attached hereto as Exhibit # 4. These hourly rates have been  
16 approved by Court’s throughout California, including the Courts in the Superior Court of California. In  
17 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates  
18 generally appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central  
19 District of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed  
20 by comparing such rates with the rates of comparable counsel practicing complex and class litigation as  
21 detailed in the National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct*  
22 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average  
23 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates  
24 when compared within 21 other firms practicing in the Southern District of California.) This survey is  
25 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that  
26 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases  
27 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,  
28 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for

1 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
2 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates  
3 charged by Class Counsel for comparable work are less than these examples, and are therefore  
4 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by  
5 the currently lodestar incurred with a reasonable multiplier which will be even less by the completion  
6 of the settlement. This is comparable to the multipliers approved in other cases. The requested award  
7 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

8  
9 13. Litigation Expenses: The Agreement provides at paragraph 3.2(b), that Class Counsel  
10 may seek a "Class Counsel Litigation Expenses Payment of not more than \$45,000." Class Counsel  
11 requests reimbursement for incurred litigation expenses and costs in the amount of \$24,295.46 based  
12 upon counsel's billing records, which is less than the "not to exceed" amount of \$45,000. My firm  
13 incurred litigation expenses in the amount of \$16,605.28, which expenses include include filing fees,  
14 mediation expenses, expert expenses (Berger Consulting), and attorney service charges (OneLegal, Knox,  
15 and Case Anywhere), all of which are costs normally billed to the client.<sup>4</sup> The details of the litigation  
16 expenses incurred are set forth in my firm's billing statement attached hereto as Exhibit #3 [expenses of  
17 \$16,605.28]. These costs were reasonably incurred in the prosecution of the Action.

18  
19 Service Awards

20 14. For their service as the class representatives, Plaintiffs should be awarded the agreed  
21 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended  
22 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendants have agreed to  
23 these payments and there have been no objections to the requested service awards. Plaintiffs'  
24 Declarations is submitted in support of this request and are attached hereto as Exhibits #5 and #6. As the

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

1 only representatives of the Class, Plaintiffs performed their duties to the Class admirably and without  
2 exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,  
3 responding to numerous requests, searching for documents, working with counsel, and reviewing the  
4 settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive  
5 release as part of the Settlement, far beyond the class release. Plaintiffs' Declarations detail the  
6 involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious  
7 risk that they might possibly be liable for costs and fees to Defendants, as well as the reputational risk  
8 of being "blacklisted" by other future employers for having filed a class action on behalf of fellow former  
9 employees. Without the Plaintiffs' participation, cooperation and information, no other employees would  
10 be receiving any benefit. The payment of service awards to successful class representatives is  
11 appropriate and the amount of \$10,000 is well within the currently awarded range for similar settlements.  
12 The requested awards are also reasonable by reference to the amounts that other California courts have  
13 found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline*  
14 *L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that the requested service awards  
15 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865,  
16 at \*19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S.  
17 Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v.*  
18 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D. Cal. 2008) (awarding \$25,000 service  
19 award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014  
20 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was \$375);  
21 *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where  
22 the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007  
23 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage  
24 class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County  
25 Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*,  
26 Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011) (awarding \$14,767 service award); *Magee v.*  
27 *American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,  
28 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.

1 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award);  
2 *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)  
3 (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell Banker Residential*  
4 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding  
5 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County  
6 Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines,*  
7 *Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service  
8 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
9 Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*  
10 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service  
11 award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July  
12 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.  
13 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award  
14 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.  
15 BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award);  
16 *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,  
17 2010) (awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.  
18 BC440282, Los Angeles County Superior Court (Feb. 22, 2013) (awarding \$10,000 service award); *Silva*  
19 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,  
20 2011) (awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case  
21 No. BC422202, Los Angeles County Superior Court (May 24, 2013) (awarding \$10,000 service award);  
22 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court  
23 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,  
24 Santa Clara County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v.*  
25 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding  
26 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San  
27 Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service award); *Contreras v. Serco*  
28 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding \$10,000 service award);

1 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July  
2 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.  
3 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service award); *Morales v. BCBG*  
4 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)  
5 (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,  
6 BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000 service award);  
7 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457 (July 10, 2018)  
8 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District  
9 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

10 15. The requested service awards are also reasonable in light of the reputational risk that  
11 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future  
12 employment prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is  
13 searchable on the internet and may become known to prospective employers when evaluating" him for  
14 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, \*20 (S.D.N.Y. Oct.  
15 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed  
16 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry  
17 exists that allows employers to run extensive background searches on potential employees. Companies  
18 who provide these services specifically highlight the fact that their services allows employers to weed  
19 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of  
20 whether a prospective employee is likely to sue" the employer, through background checks and other  
21 means, to screen out these employees.<sup>5</sup> Onicra Credit Rating Agency states: "Background screening has  
22 become a necessity in today's litigious society." Back Track Screening also represents: "In today's  
23 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."<sup>6</sup>  
24 PreciseHire also offers employment screening and similarly warns "with today's business climate being  
25 extremely competitive and highly litigious, conducting pre employment background checks has become  
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27 <sup>5</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

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

1 a necessity.”<sup>7</sup>

2 16. As a result, Class Counsel respectfully requests approval of the application for award of  
3 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
4 expenses in the amount of \$24,495.46, and approval of the requested service awards to the Plaintiffs.

5 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
6 The Class Counsel Fees Payment awarded shall be allocated as follows: 50% to Blumenthal Nordrehaug  
7 Bhowmik De Blouw LLP and 50% to Capstone Law APC.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
9 true and correct. Executed this 26<sup>th</sup> day of March, 2026, at San Diego, California.

10 /s/ Norman Blumenthal  
11 NORMAN B. BLUMENTHAL  
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28 <sup>7</sup> <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

**EXHIBIT #1**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

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**FIRM RESUME**

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**ATTORNEY BIOGRAPHIES**

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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**

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

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

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Admitted: 2020, California

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

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**Brooke Wilkinson Waldrop**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (3<sup>rd</sup> 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 (9<sup>th</sup> 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-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

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

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

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

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

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

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

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

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

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers 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**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) and defendants Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

### 1. DEFINITIONS

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

- 1.1. “Action” means collectively the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned: (1) *Deborah Jones v. Cardinal Health Pharmacy Services, LLC et al.* (the “Jones Class Action”), Case No. 23CV419594, initiated on July 25, 2023 and pending in Superior Court of the State of California, County of Santa Clara; (2) *Michael Salazar v. Cardinal Health Pharmacy Services, LLC* (the “Salazar Class Action”), Case No. 23STCV19699, initiated on August 17, 2023 and currently stayed in Superior Court of the State of California, County of Los Angeles; and (3) *Michael Salazar v. Cardinal Health Pharmacy Services, LLC* (the “Salazar Individual and PAGA Action”), Case No. 24NNCV02711, PAGA Notice sent on August 18, 2023, filed on July 3, 2024, and pending in Superior Court of the State of California, County of Los Angeles. The Jones Class Action and the Salazar Class Action are included in the *Cardinal Health Pharmacy Wage and Hour Cases*, pending in Santa Clara County Superior Court as Judicial Council Coordinated Proceeding (“JCCP”) No. 5320
- 1.2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or were directly employed by Defendants 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 were directly employed by Defendants 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 (“BNBD”) and Raul Perez, Orlando Villalba, and Helga Hakimi of Capstone Law APC (“Capstone”).

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for reasonable 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-related work, including any appeals, 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 Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks worked during the Class Period and PAGA Pay Periods worked during the PAGA Period, as applicable.
- 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 Class Members’ 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 in response to inquiries from Class Members and/or as requested by counsel.
- 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 (other than non-material changes to facilitate printing by the Administrator).
- 1.12. “Class Period” means the period of time from October 8, 2020 through the earlier of preliminary approval of the Parties’ settlement or May 13, 2025.
- 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.14. “Class Representative Service Payments” means the service payments made to the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.15. “Court” means the Superior Court of California, County of Santa Clara.
- 1.16. “Defendants” means Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc.

- 1.17. “Defense Counsel” means Lois M. Kosch, Nicole R. Roysdon, Saba Zafar, and Geoffrey D. La Val of Wilson Turner Kosmo LLP.
- 1.18. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defense Counsel is served with a copy of the Order Granting Final Approval. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.20. “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.
- 1.21. “Gross Settlement Amount” means One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) which is the total amount to be paid by Defendants 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 Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, 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 Defendants. The Gross Settlement Amount also excludes Plaintiff Salazar’s separate individual settlement reached in resolution of his individual causes of action asserted in the *Salazar* Individual and PAGA Action, which will be separately funded by Defendants and memorialized in a separate confidential settlement agreement.
- 1.22. “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.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and

incorporated by reference into this Agreement.

- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), in effect prior to July 1, 2024, to receive the LWDA PAGA Payment.
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i), in effect prior to July 1, 2024.
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “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.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee received a wage payment for work performed as a non-exempt employee in California for Defendants during the PAGA Period.
- 1.30. “PAGA Period” means the period of time from August 23, 2022 through the earlier of preliminary approval of the Parties’ settlement or May 13, 2025.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.32. “PAGA Notice” collectively means Plaintiff Salazar’s August 18, 2023 letter to Defendant Cardinal Health Pharmacy Services, Inc. and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and Plaintiff Jones’s August 22, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$50,000), allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to the LWDA (\$37,500) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Deborah Jones and Michael Salazar, the named plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement

and incorporated by this reference herein.

- 1.37. “Released Class Claims” means the claims being released as described in Paragraph 6.3 below, all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period, to the full extent allowed by the law.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 6.4 below, all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices to the full extent allowed by law that occurred during the PAGA Period.
- 1.39. “Released Parties” means: Defendants and each of their former and present owners, predecessors, successors, assigns, board members, trustees, members, partners, representatives, heirs, executors, administrators, affiliated and related entities, commonly owned or controlled entities, parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, insurers, and any individual or entity to whom liability for claims released by Plaintiffs, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.
- 1.40. “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.
- 1.41. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice 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 an Objection to the Settlement, or (c) submit a challenge to their Workweeks or PAGA Pay Periods. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline in which to respond.
- 1.42. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.43. “Workweek” means any calendar week during the Class Period in which a Class Member received a wage payment for work performed as a non-exempt employee in California for Defendants.

## **2. RECITALS**

### **The Jones Class Action**

- 2.1. On July 25 2023, Plaintiff Jones filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Santa Clara (the “Jones Class Action”). Plaintiff Jones’s Class Action complaint asserted the following claims against

Defendants:

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices); and
- (9) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Business Practices)

2.2. On October 27, 2023, Plaintiff Jones filed a First Amended Class Action Complaint (“FAC”), adding a cause of action for Civil Penalties for violations of the California Labor Code, pursuant to PAGA, §§ 2698, *et seq.*

### **The Salazar Class Action**

2.3. On September 14, 2023, Plaintiff Salazar filed a Class Action Complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of the State of California, County of Los Angeles (the “*Salazar Class Action*”). Plaintiff Salazar’s Class Action complaint asserted claims that Defendant Cardinal Health Pharmacy Services, LLC:

- (1) Violated California Business and Professions Code § 17200 et seq.;
- (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (3) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; .
- (6) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (7) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (8) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

### **The Salazar PAGA Action**

2.4. On July 3, 2025, Plaintiff Salazar filed a separate Individual and PAGA Representative Action Complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of the State of California, County of Los Angeles (the “*Salazar Individual and PAGA Action*”). Plaintiff Salazar’s Representative Action Complaint asserted a cause of action against Defendant Cardinal Health Pharmacy Services, LLC for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for 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 of Regulations, Title 8, Section 11740(14) (failure to provide seating), and the applicable Wage Order(s). Plaintiff Salazar also individually asserted the following four (4) causes of action against Defendant Cardinal Health Pharmacy Services, LLC:

- (1) Retaliation In Violation Of FEHA;
- (2) Failure To Prevent Retaliation In Violation Of FEHA;
- (3) Violation Of Labor Code § 1102.5; And,
- (4) Wrongful Termination Of Employment In Violation Of FEHA And Public Policy;

### **Coordination and Pleading Amendment**

2.5. On June 18, 2024, the Court issued its Order granting Defendants’ Petition for Coordination of the *Jones Class Action* and the *Salazar Class Action*, which thereafter proceeded as the *Cardinal Health Pharmacy and Hour Cases*, JCCP No. 5320.

2.6. As part of this Agreement, the Parties stipulated to the filing of a Second Amended Class and Representative Action Complaint (“SAC”) in the *Jones Class Action* as part of the JCCP proceeding, that adds the Parties and Claims originally filed in the *Salazar Class Action* and the PAGA claims from the *Salazar Individual and PAGA Action*. The SAC shall be the operative complaint in the *Cardinal Health Pharmacy Wage and Hour Cases* (the “Operative Complaint”), which was filed on March 11, 2025. After the SAC is on file in the JCCP proceeding, Plaintiff Salazar will file requests for dismissal without prejudice of the *Salazar Class Action* and the PAGA claims in the *Salazar Individual and PAGA Action* in the Los Angeles County Superior Court.

2.7. Defendants deny the allegations in the Operative Complaint (or any complaints filed in the Action), deny any failure to comply with the laws identified in the Operative Complaint (or any complaints filed in the Action) and deny any and all liability for the causes of action alleged.

### **Mediation and Settlement**

2.8. On January 14, 2025, the Parties participated in an all-day mediation presided over by Marc Feder, 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 two Memorandums of Understanding – one for the *Jones* Class Action, *Salazar* Class Action, and PAGA portion of the *Salazar* Individual and PAGA Action and one for the individual portion of the *Salazar* Individual and PAGA Action. This Agreement replaces and supersedes the Memorandum of Understanding for the *Jones* Class Action, *Salazar* Class Action, and PAGA portion of the *Salazar* Individual and PAGA Action and any other agreements, understandings, or representations between the Parties regarding the same.

- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. 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*").
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs, the Class, or the Aggrieved Employees have merit or that Defendants bear any liability to Plaintiffs, the Class, or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendants' 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, this Agreement shall be automatically void and vacated and Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.
- 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending class or PAGA action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$1,550,000 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 Defendants. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 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.

- (1) 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 Representatives are entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants 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 Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- (2) 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 \$516,666, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 50% to BNBD and 50% to Capstone. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. With the exception of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, all Parties shall bear their own fees and costs. Defendants and the Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (3) To the Administrator: An Administration Expenses Payment not to exceed \$11,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$11,000 the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (4) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500)

allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
  - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (5) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Any Non-Participating Class Member who is also an Aggrieved Employee will still receive their Individual PAGA Payment.

#### **4. SETTLEMENT FUNDING**

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records through January 14, 2025, Defendants have represented that the Class consists of 725 Class Members who collectively worked a total of 62,726 Workweeks during the Class Period, and 577 Aggrieved Employees who worked a total of 18,039 PAGA Pay Periods.

4.2. Class Data. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have a continuing duty to immediately notify Class Counsel if they discover 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

## **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

5.1. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will wire or 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 one hundred eighty (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 one hundred twenty (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 a USPS forwarding address. Within seven (7) calendar 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, if 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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties propose Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross Settlement Amount and 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. Plaintiff Jones's General Release. Plaintiff Jones and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Defendant and the Released Parties from any and all charges, complaints, claims, demands, rights, liabilities, obligations, promises, agreements, controversies, transactions, occurrences, damages, suits, costs, losses, debts, actions, causes of action, or expenses (including back wages, penalties, liquidated damages, and attorney's fees and costs actually incurred), of any form or nature whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, that Plaintiff Jones now have or may have against Defendants and the Released Parties arising from or relating to any and all acts, events and omissions occurring prior to the date of execution of this Agreement, whether or not asserted before such date ("Plaintiff Jones' General Release"). Without limiting the generality of the foregoing, Plaintiff Jones expressly releases all claims which were or could have been raised in the Action and any and all tort claims, contract claims, equitable claims, denial of leave claims, breach of fiduciary duty claims, breach of duty of fair representation claims, promissory estoppel claims, negligence claims, assault and battery claims, violation of public policy claims, ERISA claims, wrongful termination claims, discrimination claims, harassment claims, retaliation claims, constructive discharge claims, failure to provide reasonable accommodation claims,

failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, any and all claims for monetary damages and any other form of personal relief, any claim for unpaid wages, including those arising under the California Labor Code and/or Fair Labor Standards Act, and any and all claims arising under any federal, state or local governmental statute, law, regulation or ordinance covering discrimination in employment, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the California Private Attorneys General Act, the California Family Rights Act, and the Family and Medical Leave Act of 1993, including discrimination based on race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, age, marital status, sex, sexual orientation or identity, harassment, and retaliation. Plaintiff Jones's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits, or any other claims which cannot be released by law. Plaintiff Jones acknowledges that Plaintiff Jones may discover facts or law different from, or in addition to, the facts or law that Plaintiff Jones now knows or believes to be true but agrees, nonetheless, that Plaintiff Jones's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff Jones's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect exists 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. Plaintiff Salazar's General Release. Plaintiff Salazar represents that he has additional individual claims against Defendants, which were asserted in the *Salazar* Individual and PAGA Action. Plaintiff Salazar is separately settling all of his individual claims. In addition to his portion of the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his individual claims as set forth in his separate confidential individual settlement agreement with a waiver under Civil Code Section 1542. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.3. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Defendants and the Released Parties from any and all causes of action, claims, rights, damages, and penalties arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which includes all claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1182.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20; California Business and Professions Code §§17200-17208; and any other applicable state or federal law, statute, ordinance, rule and/or regulation (Wage Order) imposing liability and/or obligations that could be brought, for any and all of the following: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; all claims for the failure to reimburse necessary business expenses; all claims for the failure to provide paid sick leave; and all claims for unfair business practices resulting from any of the foregoing. Except as set forth herein, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

6.4. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; and all claims for the failure to reimburse necessary business expenses.

**7. MOTION FOR PRELIMINARY APPROVAL.** Class Counsel shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions. Class Counsel will provide Defense Counsel with a draft of these documents for review and comment and such drafts will be provided at least five (5) court days prior to the filing of the Motion for Preliminary Approval. In addition, Class Counsel will notify the LWDA of the Settlement as required by Labor Code section 2699, subd. (l) (in effect prior to July 1, 2024).

7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)) (in effect prior to July 1, 2024); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice (iv) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the proposed Cy Pres Recipient 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 and/or the proposed Cy Pres Recipient. 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.

7.2. Responsibilities of Counsel. Class Counsel have reserved July 9, 2025 for the hearing on the Motion for Preliminary Approval, and will file the Motion for Preliminary Approval no later than 16 court day s prior to the hearing. Class Counsel are responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval, and for delivering the Court’s Preliminary Approval Order to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns. However, no Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

## 8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices 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 Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

(1) 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, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

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

- (3) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (4) The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar 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.
- (5) 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 good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

#### 8.5. Requests for Exclusion (Opt-Outs).

- (1) Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (14) calendar 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.
- (2) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination

of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (3) 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 6.3 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (4) 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 Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 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 and the Class Member shall be deemed a Participating Class Member.
- (5) All Aggrieved Employees are entitled to all benefits and bound by all terms and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved Employees' Release under Section 6.4 of this Agreement, regardless of whether the Aggrieved Employee actually receives the Class Notice, an Individual PAGA Payment, opts out of the class portion of the Settlement, or disputes the pay periods set forth in the Class Notice. Aggrieved Employees may not exclude themselves from the PAGA portion of the Settlement and do not have standing to object to any portion of the Settlement.

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

8.7. Objections to Settlement.

- (1) Only Participating Class Members may object to 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 Payments.
- (2) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).
- (3) Non-Participating Class Members and Aggrieved Employees have no right to object to the Settlement.

8.8. Administrator's 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.

- (1) Website, Email Address and Toll-Free Number. The Administrator will establish, 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 Order, 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 Order 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.
- (2) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from the Settlement submitted (whether valid or invalid).
- (3) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- (4) 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, and challenges to Workweeks and/or Pay Periods received and/or resolved (“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.
- (5) Administrator’s Declaration. Not later than seven (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.
- (6) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.
- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on their records, Defendant has represented that there are 725 Class Members who worked 62,726 Workweeks from the start of the Class Period through the date of mediation. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of Workweeks during the Class Period increase beyond 10% (i.e., if the total number of Workweeks exceeds 68,999, Defendant shall have the option of (a) increasing the Gross Settlement Amount proportionally by the number of Workweeks in excess of 68,999 or (b) rolling back the end date of the Class Period and PAGA Period to the date when the number of Workweeks does not exceed 68,999.
- 10. DEFENDANTS’ RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,

Defendants may elect to, but are not obligated to, withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

**11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, 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(l) (in effect prior to July 1, 2024), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel will also file a motion for approval of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Plaintiffs shall provide a draft of the Motion for Final Approval to Defense Counsel not later than seven (7) calendar 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 and/or Aggrieved Employees), 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 the Class Representative Service Payments, 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. If for any reason the Court does not grant final approval of the Settlement, this Agreement shall be automatically void and vacated.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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 and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor may this Agreement be used to establish any liability or serve as an admission of Defendants or any Released Party to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; nor should this Agreement be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve 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 Defendants' 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 and After Preliminary Approval. Plaintiffs, Class Counsel, Defendants 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, Defendants 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, with a 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. Even after approval of the settlement, Plaintiffs and Class Counsel agree not to make any public statements, issue any press releases, place information regarding this settlement on their web site, or make any other announcements publicizing this settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as counsel in other actions, or for purposes of seeking court approval of other class and PAGA settlements, Class Counsel may disclose information available in the public record about the Action and Settlement.
- 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 Defendants, 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 first will seek the assistance of the 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 any 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, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar 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 delete and destroy all paper and electronic versions of Class Data received from Defendants and provide confirmation that such destruction was completed.

- 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](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

Raul Perez  
Orlando Villalba  
Helga Hakimi  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Tel.: (310) 556-4811  
Fax: (310) 943-0396  
E-Mail: [Raul.Perez@capstonelawyers.com](mailto:Raul.Perez@capstonelawyers.com)  
[Orlando.Villalba@capstonelawyers.com](mailto:Orlando.Villalba@capstonelawyers.com)  
[Helga.Hakimi@capstonelawyers.com](mailto:Helga.Hakimi@capstonelawyers.com)

*To Defendants:*

Lois M. Kosch  
Nicole R. Roysdon  
Geoffrey D. La Val  
Wilson Turner Kosmo LLP  
402 West Broadway, Suite 1600

San Diego, California 92101  
Telephone: (619) 236-9600  
Facsimile: (619) 236-9669  
E-mail: [lkosch@wilsonturnerkosmo.com](mailto:lkosch@wilsonturnerkosmo.com)  
[nroysdon@wilsonturnerkosmo.com](mailto:nroysdon@wilsonturnerkosmo.com)  
[glaval@wilsonturnerkosmo.com](mailto:glaval@wilsonturnerkosmo.com)

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, and for not less than one (1) year, from the execution of this Agreement until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

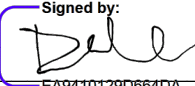
13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current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

13.21. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 5/7/2025

Signed by:  
  
EA9410129D664DA...  
Plaintiff Deborah Jones

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Michael Salazar

San Diego, California 92101  
Telephone: (619) 236-9600  
Facsimile: (619) 236-9669  
E-mail: [lkosch@wilsonturnerkosmo.com](mailto:lkosch@wilsonturnerkosmo.com)  
[nroysdon@wilsonturnerkosmo.com](mailto:nroysdon@wilsonturnerkosmo.com)  
[glaval@wilsonturnerkosmo.com](mailto:glaval@wilsonturnerkosmo.com)

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, and for not less than one (1) year, from the execution of this Agreement until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

13.21. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Deborah Jones

05/02/2025

Dated: \_\_\_\_\_

MS

\_\_\_\_\_  
Michael Johnson (May 2, 2025 09:39 PDT)

\_\_\_\_\_  
Plaintiff Michael Salazar

Dated: 6/9/2025

DocuSigned by:  


Eric Myers [name]

For Defendants Cardinal Health Pharmacy Services, LLC and  
Cardinal Health, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raul Perez  
Capstone Law APC  
Attorney for Plaintiff

Dated: 6/9/2025



\_\_\_\_\_  
Nicole Roysdon  
Wilson Turner Kosmo LLP  
Attorney for Defendants

Dated: \_\_\_\_\_

\_\_\_\_\_  
[name]

For Defendants Cardinal Health Pharmacy Services, LLC and  
Cardinal Health, Inc.

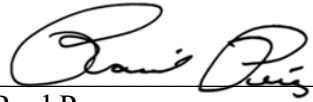
Dated: 5/8/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: 5/7/2025



Raul Perez

Capstone Law APC  
Attorney for Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nicole Roysdon  
Wilson Turner Kosmo LLP  
Attorney for Defendants

Dated: \_\_\_\_\_

\_\_\_\_\_  
[name]

For Defendants Cardinal Health Pharmacy Services, LLC and  
Cardinal Health, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raul Perez

Capstone Law APC  
Attorney for Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nicole Roysdon

Wilson Turner Kosmo LLP  
Attorney for Defendants

**EXHIBIT A**

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

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

***Cardinal Health Pharmacy Wage and Hour Cases, JCCP No. 5320***

***Jones v. Cardinal Health Pharmacy Services, LLC, Superior Court of the State of California,  
County of Santa Clara, Case No. 23CV419594***

***Salazar v. Cardinal Health Pharmacy Services, LLC, Superior Court of the State of  
California, County of Los Angeles, Case No. 23STCV19699***

***The Superior Court for the State of California authorized this Notice.  
READ IT CAREFULLY!***

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

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”) for alleged wage and hour violations. The Action was brought by Plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) and seeks payment of wages and other relief for the Class of all individuals who are or were directly employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period, which is October 8, 2020 through May 13, 2025 (“Class Members”). The Action also seeks civil penalties under the California Private Attorneys General Act (“PAGA”) for all individuals who are or were directly employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period, which is August 23, 2022, through May 13, 2025 (“Aggrieved Employees”).

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

Based on Defendants’ records, **your Individual Class Payment is estimated to be** <<\$\_\_\_\_\_>> **(less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be** <<\$\_\_\_\_\_>>. The actual amounts you receive likely will be different from the numbers in the previous sentence, depending on tax withholdings and other required deductions. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment because you did not work for Defendants during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked** <<\_\_\_\_\_>> **workweeks** during the Class Period and **you worked** <<\_\_\_\_\_>> **pay**

**periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods than these figures, you can submit a challenge by the deadline date. See Section 5 below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendants.

You will be deemed to have carefully read and understood this Notice, and your legal rights will be affected whether you act or do not act. You have three basic options under the Settlement:

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

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Take No Action and Receive a Settlement Payment</b>                     | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement ("Released Class Claims"), in addition to being subject to the release of the Released PAGA Claims.<br><br>Additional information is set forth below. |
| <b>You Can Opt Out of the Class Settlement but not the PAGA Settlement</b> | If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. <b>If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.</b> Once excluded, you will be a Non-Participating Class                                                          |

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| <p><b>The Response Deadline is _____.</b></p>                                                                                                                                                                       | <p>Member and you will not be able to object to any portion of the proposed Settlement. See Section 7 of this Notice.</p> <p>However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>If You do not Opt Out of the Class Settlement, You Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline (_____)</b></p> | <p>All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable, provided that you do not opt out of the Class Settlement.</p> <p>See Section 8 of this Notice.</p>                                                                                                                                                                                                                             |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                                                                     | <p>The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at <a href="https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml">https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml</a> and should be reviewed in advance.</p> <p>You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.</p> |
| <p><b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b></p>                                                                                                                                     | <p>The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks you received a wage payment for work performed during the Class Period and how many pay periods you received a wage payment for work performed during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|  | Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by _____ . See Section 5 of this Notice. |
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## **1. Why did I get this Notice?**

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

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

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

The “Class Period” is October 8, 2020 through May 13, 2025.

## **2. What is this class action lawsuit about?**

On July 25 2023, Plaintiff Jones filed a complaint against Defendants in the Superior Court of the State of California, County of Santa Clara, Case No. 23CV419594 (“*Jones Class Action*”). The *Jones Class Action* asserted the following class claims against Defendants: unfair competition, failure to pay wages for all hours worked, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to reimburse employees for expenses, failure to provide accurate itemized wage statements, failure to timely pay wages during employment, and failure to pay wages due upon discharge. On October 27, 2023, Plaintiff Jones filed a First Amended Class Action Complaint (“FAC”), adding a cause of action for Civil Penalties for violations of the California Labor Code, pursuant to Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

On September 14, 2023, Plaintiff Salazar filed a Class Action Complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV19699 (the “*Salazar Class Action*”). The *Salazar Class Action* complaint asserted the following class claims against Defendant Cardinal Health Pharmacy Services, LLC: unfair competition, failure to pay wages for all hours worked, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to reimburse employees for expenses, failure to provide accurate itemized wage statements, and failure to pay sick wages. On July 3, 2025, Plaintiff Salazar filed a complaint against Defendant Cardinal Health Pharmacy Services in the Superior Court of the State of California, County of Los Angeles asserting a cause of action for violation of the PAGA (“*Salazar PAGA Action*”).

On June 18, 2024, the Court issued its Order granting Defendants’ Petition for Coordination of

the *Jones* Class Action and the *Salazar* Class Action, which thereafter proceeded as the *Cardinal Health Pharmacy and Hour Cases*, JCCP No. 5320. As part of this Settlement, on March 11, 2025, Plaintiffs filed a Second Amended Class and Representative Action Complaint (“SAC”) in the *Jones* Class Action as part of the JCCP proceeding, that adds the Parties and Claims originally filed in the *Salazar* Class Action and the PAGA claims from the *Salazar* PAGA Action. The Second Amended Complaint in the coordinated proceeding is the operative complaint in the Action (the “Operative Complaint”).

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 firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Capstone Law APC to serve as Class Counsel.

Defendants strenuously deny that they have done anything wrong and dispute all the claims in the Action. Specifically, Defendants contend that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law. In deciding to settle the Action, Defendants have not acknowledged any wrongdoing. Defendants chose to settle the Action to avoid additional expense, inconvenience, and interference with their business operations, and because they highly value their employees. Thus, both sides concluded that it is in their best interests and the interests of the Class to settle the Action now based on the terms summarized in this Class Notice. The Settlement was reached after mediation before a professional wage-and-hour mediator and is the product of arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel believe the settlement is in the best interest of all Class Members. The Court overseeing this lawsuit has not made any determination that the Plaintiffs’ claims are valid.

The Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

### **3. What are the terms of the Settlement?**

**Gross Settlement Amount.** Defendants have agreed to pay the amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments to Class Members, all payments to the LWDA and Aggrieved Employees for civil penalties under PAGA, Service Payments to the two Plaintiffs, third party settlement administration costs, and the amounts for Plaintiffs’ attorneys’ fees and costs. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fully fund the Gross Settlement Amount no later than thirty (30) days after the Effective Date. The Effective Date is the date the Judgment is entered and served on Defendants’ counsel, unless there are objections or an appeal, in which case it is the date the Judgment is final and no longer subject to an appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all payments required by the Settlement, including payments to Class Members and Aggrieved Employees.

**Court Approved Deductions from Gross Settlement Amount.** The following payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion

(“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator of the Settlement, estimated not to exceed \$11,000, for expenses of administration, including notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$516,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$45,000. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The amounts stated in this paragraph are what Class Counsel will be requesting, and the final amounts to be paid will be decided by the Court at the Final Approval Hearing. The attorneys’ fees awarded shall be allocated among Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Capstone Law APC.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 to each of the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs’ claim under PAGA, \$37,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any pay period during which an Aggrieved Employee received a wage payment for work performed as a non-exempt employee in California for Defendants during the PAGA Period (August 23, 2022, through May 13, 2025).

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

Calculation of Payments to Class Members. After the amounts of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class

Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$907,334. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any calendar week during the Class Period in which a Class Member received a wage payment for work performed as a non-exempt employee in California for Defendants. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

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

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

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to a non-profit charity as the Cy Pres Recipient pursuant to California Code of Civil Procedure section 384. The Parties have proposed Legal Aid at Work as the Cy Pres Recipient.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and 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, fully release and discharge Defendants and the Released Parties from any and all causes of action, claims, rights, damages, and penalties arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which includes all claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1182.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20; California Business and Professions Code §§17200-17208; and any other applicable state or federal law, statute, ordinance, rule and/or regulation (Wage Order) imposing liability and/or obligations that could be brought, for any and all of the following: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; all claims for the failure to reimburse necessary business expenses; all claims for the failure to provide paid sick leave; and all claims for unfair business practices resulting from any of the foregoing. Except as set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

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

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for

the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; and all claims for the failure to reimburse necessary business expenses.

**Released Parties.** The Released Parties are: Defendants and each of their former and present owners, predecessors, successors, assigns, board members, trustees, members, partners, representatives, heirs, executors, administrators, affiliated and related entities, commonly owned or controlled entities, parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, insurers, and any individual or entity to whom liability for claims released by Plaintiffs, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.

#### **5. How much will my payment be?**

**Defendants' records reflect that you worked <<\_\_\_\_>> Workweeks during the Class Period (October 8, 2020 through May 13, 2025).**

**Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<\_\_\_\_>>.**

**[Defendants' records reflect that you worked <<\_\_\_\_>> PAGA Pay Periods during the during the PAGA Period (August 23, 2022, through May 13, 2025). Based on this information, your estimated Individual PAGA Payment is <<\_\_\_\_>>.]**

If you wish to challenge the number of Workweeks [or PAGA Pay Periods] set forth in this section above, you must submit a written, signed dispute along with supporting documents, to the Administrator 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]. Such dispute must be sent to the following address:

\_\_\_\_\_. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the Response Deadline. Any dispute should include supporting documents or evidence and will be finally resolved by the Administrator.

#### **6. How can I get a payment?**

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

The Court will hold a Final Approval Hearing on \_\_\_\_\_ at 1:30 p.m. to decide whether to approve the Settlement and determine the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year.

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

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

To opt out, you must submit to the Administrator a written, signed and dated request to opt out postmarked no later than the Response Deadline, which is \_\_\_\_\_. You may also fax your request to opt out to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the Response Deadline. The request to opt out should state in substance that you wish to be excluded from the class settlement in the *Cardinal Health Pharmacy Wage and Hour Cases* lawsuit. The request to opt out should state the Class Member's full name, current street address, and email address or telephone number. Please include the name and number of the case, which is *Cardinal Health Pharmacy Wage and Hour Cases*, JCCP No. 5320. The request to opt out must be completed and signed by you personally; no other person may opt out for a living member of the Class.

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

#### **8. How do I Object to the Settlement?**

Only Participating Class Members (i.e., Class Members who do not opt out) have the right to object to the Settlement.

A Participating Class Member who disagrees with any aspect of the Agreement, may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is \_\_\_\_\_** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the objection to \_\_\_\_\_ or email the objection to \_\_\_\_\_ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Cardinal Health Pharmacy Wage and Hour Cases*, JCCP No. 5320, and include your name and current

street address. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Settlement Website: \_\_\_\_\_

Alternatively, or in addition to submitting a written objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Please see instructions in the following section for how you or your attorney can appear at the Final Hearing.

In deciding whether to object, you are entitled to see further information about what the Parties are asking the Court to approve and the basis for such requests. At least sixteen (16) court days before the Final Approval Hearing, scheduled for \_\_\_\_\_, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and for Attorneys' Fees, Litigation Expenses and Service Awards stating (a) the amounts Class Counsel is requesting for attorneys' fees and litigation expenses; (b) the amount Plaintiffs are requesting as Class Representative Service Payments; and (c) the basis for such requested amounts. Upon request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them (i) on the Administrator's website at <<\_\_\_\_\_>>, or (ii) on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.sccscourt.org/>), by entering Case No. 23CV419594.

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#### **9. Can I Attend the Final Approval Hearing?**

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on \_\_\_\_\_, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing, or have an attorney appear on their behalf (at the Class Member's own cost).

Class Members and their attorneys may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at [https://www.sccourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is possible the Court will reschedule the Final Approval Hearing. Before appearing at the Final Approval Hearing, you should confirm the date of the hearing by visiting the court website or contacting Class Counsel. Hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of Santa Clara (<https://traffic.sccourt.org/>) and entering the Case No. 23CV419594.

#### **10. How Can I Get More Information?**

You may call the Administrator at \_\_\_\_\_ or write to *Cardinal Health Pharmacy Wage and Hour Cases* Administrator, c/o \_\_\_\_\_.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to the Administrator's website at << \_\_\_\_\_ >> where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.sccourt.org/>) and entering the Case No. 23CV419594. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- **What if Your Name or Address Changes** - To receive your check, you should immediately notify the Administrator if you change your name, move or otherwise change your mailing address.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed by that date. The specific expiration date will be printed on the check you receive. The Administrator will pay all unclaimed funds (i.e., funds associated with all checks that are not cashed by the deadline) to a non-profit charity as the Cy Pres Recipient. The Parties have proposed Legal Aid at Work as the Cy Pres Recipient.

**EXHIBIT B**

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

DEBORAH JONES and MICHAEL SALAZAR, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiffs,

v.

CARDINAL HEALTH PHARMACY SERVICES, LLC, a Delaware limited liability company; CARDINAL HEALTH, INC., an Ohio corporation; and DOES 1 through 10, inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 5320**

CASE NO.: 23CV419594

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: \_\_\_\_\_  
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner  
Dept.: 19

Action Filed: July 25, 2023  
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Theordore C. Zayner of the Superior Court of the  
2 State of California, in and for the County Santa Clara, on \_\_\_\_\_[DATE], for the motion by  
3 Plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) for preliminary approval of the class  
4 and PAGA settlement with Defendants Cardinal Health Pharmacy Services, LLC and Cardinal  
5 Health, Inc. (“Defendants”). . The Court, having considered the proposed Settlement Agreement,  
6 the Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs, argument of  
7 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS  
8 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

16 2. This Order incorporates by reference the definitions in the Agreement, and all  
17 terms not otherwise defined in this Order shall have the same meaning as set forth in the  
18 Agreement.

19 3. The Gross Settlement Amount is One Million Five Hundred Fifty Thousand  
20 Dollars (\$1,550,000). It appears to the Court, on a preliminary basis, that the Settlement amount  
21 and terms are fair, adequate and reasonable as to all potential Class Members when balanced  
22 against the probable outcome of further litigation and the significant risks relating to certification,  
23 liability and damages issues. It further appears that investigation and research have been  
24 conducted such that counsel for the Parties are able to reasonably evaluate their respective  
25 positions. It further appears to the Court that settlement at this time will avoid substantial  
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the  
27 further prosecution of the Action. It further appears that the Agreement has been reached as the

1 result of serious and non-collusive, arms'-length negotiations. The Court therefore preliminarily  
2 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable  
3 outcome of further litigation and the significant risks relating to certification, liability, and  
4 damages issues.

5 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the  
6 Gross Settlement Amount, or \$516,666, an award of litigation expenses incurred, not to exceed  
7 Forty-Five Thousand Dollars (\$45,000), and proposed Class Representative Service Payments to  
8 the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court will  
9 not approve the amount of attorneys' fees and litigation expenses, nor the amount of any service  
10 payments, until the Final Approval Hearing. Plaintiffs will be required to present evidence  
11 supporting these requests prior to final approval.

12 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to  
13 certification of a class for settlement purposes only. This stipulation will not be deemed  
14 admissible in this, or any other proceeding, should this Settlement not become final. For  
15 settlement purposes only, the Court conditionally certifies the following Class: "all individuals  
16 who are or were directly employed by Defendants in California and classified as a non-exempt  
17 employee at any time during the Class Period." The Class Period is October 8, 2020 through May  
18 13, 2025.

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

3         7.       The Court provisionally appoints Plaintiffs as the representatives of the Class. The  
4 Court provisionally appoints Norman Blumenthal, Kyle Nordrehaug, Aparajit Bhowmik, Nicholas  
5 J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug  
6 Bhowmik De Blouw LLP and Raul Perez, Orlando Villalba, and Helga Hakimi of Capstone Law  
7 APC as Class Counsel.

8         8.       The Court hereby approves, as to form and content, the Notice of Proposed  
9 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”), attached  
10 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and  
11 accurately inform the Class of all material elements of the proposed Settlement and the Class  
12 Members’ options including, inter alia, their options (i) to be excluded from the Class by  
13 submitting a written opt-out request, (ii) to be represented by counsel of their choosing, and (iii) to  
14 object to the terms of the Settlement. The Court further finds that the distribution of the Class  
15 Notice substantially in the manner and form set forth in the Agreement and this Order meets the  
16 requirements of due process, is the best notice practicable under the circumstances, and shall  
17 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of  
18 the Class Notice by first class mail, pursuant to the terms set forth in the Agreement. If a Class  
19 Notice Packet is returned because of an incorrect address, the Administrator will promptly search  
20 for a more current address for the Class Member and re-mail the Class Notice Packet to the Class  
21 Member in accordance with the Agreement.

22         9.       The Court hereby appoints Apex Class Action, LLC as Administrator for the  
23 Settlement. No later than twenty-one (21) calendar days after issuance of this Order, Defendants  
24 shall provide to the Administrator an electronic spreadsheet with the Class Data. This information  
25 will otherwise remain confidential and will not be disclosed to anyone, except as required to  
26 applicable taxing authorities, to carry out the procedures in the Agreement, or pursuant to  
27 Defendants’ express written authorization or by order of the Court. The Administrator will  
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1 perform address updates and verifications as necessary prior to the mailing of the Class Notice.  
2 Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar  
3 days after receiving the Class Data spreadsheet, the Administrator will mail the Class Notice to all  
4 Class Members via first-class U.S. Mail.

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

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

1 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral  
2 objection.

3 12. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_  
4 \_\_\_\_\_ at 1:30 p.m. in Department 19 of the Santa Clara County Superior Court to  
5 determine all necessary matters concerning the Settlement, including: whether the proposed  
6 settlement of the Action on the terms and conditions provided for in the Agreement are fair,  
7 adequate and reasonable and should be finally approved by the Court; whether the Final Approval  
8 Order and Judgment should be entered herein; whether the plan of allocation contained in the  
9 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to  
10 finally approve attorneys' fees and costs to Class Counsel, the service payments to Plaintiffs, and  
11 the expenses of the Administrator. The motion for final approval of the class settlement and for  
12 award of attorneys' fees, costs and service payments shall be filed with the Court and served on all  
13 counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final  
14 Approval Hearing.

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

1           14.     Plaintiffs are hereby ordered to give notice of the Settlement to the California  
2 Labor and Workforce Development Agency, as required by PAGA.

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

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

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

18           **IT IS SO ORDERED.**

19  
20 Dated: \_\_\_\_\_

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HON. THEODORE C. ZAYNER  
JUDGE, SUPERIOR COURT OF CALIFORNIA

**EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

DEBORAH JONES and MICHAEL SALAZAR, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiffs,

v.

CARDINAL HEALTH PHARMACY SERVICES, LLC, a Delaware limited liability company; CARDINAL HEALTH, INC., an Ohio corporation; and DOES 1 through 10, inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 5320**

**CASE NO.: 23CV419594**

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

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge: Hon. Theodore C. Zayner  
Dept.: 19

Action Filed: July 25, 2023  
Trial Date: Not set

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FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) for an order  
2 finally approving the class action and PAGA settlement between Plaintiffs and Defendants  
3 Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”) came on for  
4 hearing on \_\_\_\_\_ before the Honorable Theodore C. Zayner. The Court, having  
5 reviewed the Plaintiffs’ Motion for Final Approval, arguments of counsel and evidence presented  
6 at the hearing, and otherwise being fully informed and good cause appearing, hereby ORDERS  
7 that Plaintiffs’ Motion for Final Approval is GRANTED.

8 It is further ORDERED, ADJUDGED, and DECREED as follows:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. The Court hereby adopts and incorporates by reference the terms and conditions  
13 defined in the Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”),  
14 and all terms not otherwise defined in this Order and Judgment shall have the same meaning as set  
15 forth in the Agreement.

16 3. This Court finds that it has jurisdiction over the subject matter of this litigation  
17 pending before the California Superior Court for the County of Santa Clara, and over all Parties to  
18 this litigation, including the Class and Aggrieved Employees.

19 4. Plaintiffs submitted notice of the Settlement to the California Labor and Workforce  
20 Development Agency (“LWDA”), and the LWDA has not indicated any opposition to the  
21 Settlement.

22 5. Pursuant to Labor Code § 2698, *et seq.*, the Court also finds that the Settlement’s  
23 resolution of the alleged PAGA claims furthers PAGA’s objectives. The PAGA Penalties amount  
24 of \$50,000 is approved and shall be paid out of the Gross Settlement Amount, 75% of which shall  
25 be allocated and paid to the LWDA and 25% of which shall be distributed to the Aggrieved  
26 Employees as Individual PAGA Payments. The Administrator will calculate each Individual  
27 PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA  
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1 Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved  
2 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's  
3 PAGA Pay Periods. The Aggrieved Employees are all individuals who are or were directly  
4 employed by Defendants in California and classified as a non-exempt employee at any time during  
5 the PAGA Period, which is August 23, 2022, through May 13, 2025. All Aggrieved Employees  
6 will be sent their share of the PAGA Penalties and will be subject to the release of the Released  
7 PAGA Claims as set forth below, whether or not they opt out of the Class Settlement.

8         6. In compliance with the Preliminary Approval Order, the Class Notice was mailed  
9 by first class mail to members of the Class at their last known addresses. Mailing of the Class  
10 Notice to Class members' last known addresses was the best notice practicable under the  
11 circumstances and was reasonably calculated to communicate actual notice of the litigation and  
12 the proposed settlement to the Class.

13         7. The Class Notice fully and accurately informed the Class Members of all material  
14 elements of the proposed Settlement and the Class Members' options including, *inter alia*, their  
15 options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be  
16 represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The  
17 Class Notice was valid, due, and sufficient notice to all Class Members, and complied fully with  
18 the laws of the State of California, the United States Constitution, due process and other applicable  
19 law. The Class Notice fairly and adequately described the Settlement and provided Class  
20 Members with adequate instructions and means to obtain additional information.

21         8. A full opportunity has been afforded to the Class Members to participate in the  
22 Final Approval hearing, and all Class Members and other persons wishing to be heard have been  
23 heard. Class Members also have had a full and fair opportunity to exclude themselves from the  
24 proposed Settlement and Class. There was an adequate interval between notice and the deadline to  
25 permit Class Members to choose what to do and act on their decision. Accordingly, the Court  
26 determines that all Class Members who did not timely and properly submit a request for exclusion  
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1 in accordance with the Agreement are bound by the Settlement and this Final Approval Order and  
2 Judgment.

3 9. The Court has considered all relevant factors for determining the fairness of the  
4 Settlement and has concluded that all such factors weigh in favor of granting final approval. In  
5 particular, the Court finds that the Gross Settlement Amount of One Million Five Hundred Fifty  
6 Thousand Dollars (\$1,550,000) and the other terms set forth in the Agreement are fair, reasonable,  
7 and adequate.

8 10. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
9 48 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was the result of arms'-  
10 length bargaining between the Parties during an all-day mediation before Marc Feder, a respected  
11 and experienced mediator of wage and hour class actions. There has been no collusion between  
12 the Parties in reaching the proposed settlement. Plaintiffs' investigation and discovery have been  
13 sufficient to allow the Court and counsel to act intelligently and to become familiar with the  
14 strengths and weaknesses of the claims. Counsel for both Parties are experienced in similar  
15 employment class action litigation. All counsel recommended approval of the Agreement. There  
16 were no objectors to this settlement.

17 11. The consideration to be given to the Plaintiffs, Class Members, the Aggrieved  
18 Employees, and the LWDA under the terms of the Agreement is fair, reasonable and adequate  
19 consideration for the release of claims given the uncertainties and significant risks of the litigation  
20 related to certification, liability, and damages issues, the strengths and weaknesses of the claims,  
21 and the delays which would ensue from continued prosecution of the action. In so finding, the  
22 Court has considered all evidence presented, and the Parties have provided the Court with  
23 sufficient information about the nature and magnitude of the claims being settled, as well as the  
24 impediments to recovery, to permit the Court to make an independent assessment of the  
25 reasonableness of the terms to which the Parties have agreed.

26 12. The Court hereby grants final approval of the class settlement with respect to the  
27 Class defined as: All individuals who are or were directly employed by Defendants in California  
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1 and classified as a non-exempt employee at any time during the Class Period. The “Class Period”  
2 is October 8, 2020 through May 13, 2025. All persons who meet the foregoing definition are  
3 members of the Class, except for those individuals who timely submitted a valid request for  
4 exclusion (“opt out”) from the Class. The following individuals were the only Class Members  
5 who opted out of the Settlement: \_\_\_\_\_.

6 13. Plaintiffs are suitable Class Representatives and are hereby confirmed as the Class  
7 Representatives for the Class. The Court finds that Plaintiffs’ investment and commitment to the  
8 litigation and its outcome ensured adequate and zealous advocacy for the Class, and that their  
9 interests are aligned with those of the Class.

10 14. The Court hereby awards the Class Representative Service Payments in the amount  
11 of \$\_\_\_\_\_ to Plaintiff Jones and \$\_\_\_\_\_ to Plaintiff Salazar, to be paid out of the  
12 Gross Settlement Amount, and finds that such Class Representative Service Payments are  
13 reasonable in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their  
14 time and effort in bringing and prosecuting this matter on behalf of the Class and the Aggrieved  
15 Employees, and for their execution of general releases.

16 15. The Court finds that Norman Blumenthal, Kyle Nordrehaug, Aparajit Bhowmik,  
17 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal  
18 Nordrehaug Bhowmik De Blouw LLP and Raul Perez, Orlando Villalba, and Helga Hakimi of  
19 Capstone Law APC (“Class Counsel”) have the requisite qualifications, experience, and skill to  
20 protect and advance the interests of the Class. The Court therefore confirms its Preliminary  
21 Approval Order appointing Class Counsel as counsel for the Class.

22 16. The Court hereby awards Class Counsel a Class Counsel Fees Payment in the  
23 amount of \$\_\_\_\_\_ and a Class Counsel Litigation Expenses Payment in the amount of  
24 \$\_\_\_\_\_, to be paid out of the Gross Settlement Amount. These amounts are reasonable, in  
25 light of the contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the  
26 results achieved by Class Counsel. The requested award has been supported by Class Counsel’s  
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1 lodestar and billing statement. Class Counsel shall not seek or obtain any other compensation or  
2 reimbursement from Defendants, Plaintiffs, or members of the Class.

3 17. The payment of \$ \_\_\_\_\_ to the Administrator as the Administration  
4 Expenses Payment is approved because this amount is reasonable in light of the work performed  
5 by the Administrator. The Administration Expenses Payment shall be paid out of the Gross  
6 Settlement Amount. The Administrator shall calculate and administer the payments to be made to  
7 the Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees  
8 and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,  
9 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and  
10 perform the other remaining duties set forth in the Agreement.

11 18. Notice of entry of this Final Approval Order and Judgment shall be given to all  
12 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. This Final Approval  
13 Order and Judgment shall be posted on the Administrator's website as set forth in the Class  
14 Notice. It shall not be necessary to send notice of entry of this Final Approval Order and  
15 Judgment to individual Class Members. Class Counsel shall serve this Final Approval Order and  
16 Judgment on the LWDA.

17 19. Defendants shall fully fund the Gross Settlement Amount and also fund the  
18 amounts necessary to fully pay Defendants' share of payroll taxes in accordance with the  
19 Agreement, by transmitting the funds to the Administrator no later than thirty (30) days after the  
20 Effective Date.

21 20. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the  
22 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,  
23 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees  
24 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service  
25 Payments.

26 21. Participating Class Members and Aggrieved Employees must cash their settlement  
27 checks within 180 days after issuance. If such checks are not cashed within 120 days after the  
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1 initial mailing of the checks, the Administrator will send the affected Participating Class Member  
2 and/or Aggrieved Employee a reminder notice stating that unless the check is cashed in the next  
3 60 days, it will expire and become non-negotiable and offer to replace the check if it was lost or  
4 misplaced. All funds associated with checks that remain uncashed by the expiration of the 180  
5 day period, and therefore become void, shall be paid to Legal Aid at Work as the Cy Pres  
6 Recipient of this Settlement in accordance with California Code of Civil Procedure section 384(b).

7       22. The Agreement and this Settlement are not an admission by Defendants, nor is this  
8 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any  
9 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for  
10 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any  
11 document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
12 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability  
13 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
14 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an  
15 admission or concession with regard to the denials or defenses by Defendants.

16       23. Neither this Judgment, Approval Motion, the Settlement, any document referred to  
17 herein, any exhibit to any document referred to herein, any action taken to carry out the  
18 Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral  
19 estoppel or other preclusive effect against Defendants; provided, however, that Defendants and  
20 any of the Released Parties can use the Agreement and this Final Approval Order and Judgment to  
21 enforce the release and extinguishment of the Released Class Claims and Released PAGA Claims,  
22 including without limitation by way of defense to any claims that have been or may hereafter be  
23 asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

24       24. Except as set forth in the Agreement and this Final Approval Order and Judgment,  
25 Plaintiffs, and all members of the Class, shall take nothing in the Action. Each party shall bear its  
26 own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final  
27 Approval Order and Judgment.

1           25.     Effective on the date when Defendants fully fund the entire Gross Settlement  
2 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class  
3 Payments, all Participating Class Members, on behalf of themselves and their respective former  
4 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully  
5 release and discharge Defendants and the Released Parties from any and all causes of action,  
6 claims, rights, damages, and penalties arising at any time during the Class Period that were  
7 alleged, or reasonably could have been alleged, based on the facts stated in the Operative  
8 Complaint, which includes all claims arising under California Labor Code §§ 201, 202, 203, 204,  
9 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249,  
10 510, 512, 516, 558, 1174, 1174.5, 1182.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8 C.C.R.  
11 §11010, Sections 3, 4, 7, 11, 12, and 20; California Business and Professions Code §§17200-  
12 17208; and any other applicable state or federal law, statute, ordinance, rule and/or regulation  
13 (Wage Order) imposing liability and/or obligations that could be brought, for any and all of the  
14 following: claims for unpaid wages (including claims for failure to pay minimum wages, straight  
15 time wages, overtime and double-time compensation); all claims for the timeliness of wage  
16 payments (whether regular or final wages); all claims for the failure to provide compliant meal,  
17 rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest,  
18 and recovery period laws (including the failure to make premium payments at all, or failure to  
19 make premium payments at the correct rate of pay); all claims for the provision of wage  
20 statements; all claims for the failure to maintain accurate employment records; all claims for the  
21 deduction of wages; all claims for the failure to reimburse necessary business expenses; all claims  
22 for the failure to provide paid sick leave; and all claims for unfair business practices resulting from  
23 any of the foregoing. Except as set forth in the Agreement, Participating Class Members do not  
24 release any other claims, including claims for vested benefits, wrongful termination, violation of  
25 the Fair Employment and Housing Act, unemployment insurance, disability, social security, or  
26 workers' compensation.

1           26.     Effective on the date when Defendants fully fund the entire Gross Settlement  
2 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class  
3 Payments, all Aggrieved Employees and the LWDA, on behalf of themselves and their respective  
4 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
5 assigns, fully release and discharge Defendants and the Released Parties from any and all rights  
6 and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or  
7 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the  
8 PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203,  
9 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6,  
10 249, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802; and 8  
11 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims:  
12 claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages,  
13 overtime and double-time compensation); all claims for the timeliness of wage payments (whether  
14 regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery  
15 periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period  
16 laws (including the failure to make premium payments at all, or failure to make premium  
17 payments at the correct rate of pay); all claims for the provision of wage statements; all claims for  
18 the failure to maintain accurate employment records; all claims for the deduction of wages; and all  
19 claims for the failure to reimburse necessary business expenses.

20           27.     The Released Parties are: Defendants and each of their former and present owners,  
21 predecessors, successors, assigns, board members, trustees, members, partners, representatives,  
22 heirs, executors, administrators, affiliated and related entities, commonly owned or controlled  
23 entities, parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees,  
24 attorneys, insurers, and any individual or entity to whom liability for claims released by Plaintiffs,  
25 or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor  
26 Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.

27  
28

1           28.     This Final Approval Order and Judgment shall be binding on Plaintiffs and all  
2 Class Members who are hereby barred by the doctrine of res judicata from asserting any and all of  
3 the Released Class Claims.

4           29.     This Final Approval Order and Judgment shall be binding on Plaintiffs and all  
5 Aggrieved Employees, the LWDA, and the State of California who are hereby barred by the  
6 doctrine of res judicata from asserting any and all of the Released PAGA Claims. *See Arias v.*  
7 *Superior Court*, 46 Cal. 4th 969, 986 (2009).

8           30.     This document shall constitute a judgment under California Code of Civil  
9 Procedure section 664.6 and California Rules of Court, Rule 7.69(h).

10          31.     Pursuant to California Code of Civil Procedure section 664.6, and without affecting  
11 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,  
12 implement and enforce the Agreement and this Judgment.

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

14  
15 Dated: \_\_\_\_\_

16  
17 \_\_\_\_\_  
HON. THEODORE C. ZAYNER  
JUDGE, SUPERIOR COURT OF CALIFORNIA

**EXHIBIT #3**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

## INVOICE

Invoice # 1  
Date: 03/26/2026  
Due On: 04/25/2026

Michael Salazar  
360 S Burnside Ave, Apt 5K  
Los Angeles, CA 90036

**CA3059**

### Cardinal Health

#### Services

| Attorney | Date       | Notes                                                                                                                                                                      | Quantity | Rate     | Total      |
|----------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| NDB      | 08/02/2023 | Review and analyze original intake notes. research Defendant's business operations in CA. research related litigation in state add Federal courts. Discuss with Plaintiff. | 2.90     | \$850.00 | \$2,465.00 |
| NDB      | 08/03/2023 | Review case file for employment claims. Analyze written policy documents. Legal research wage and hour claims.                                                             | 2.40     | \$850.00 | \$2,040.00 |
| NDB      | 08/05/2023 | Review all paystubs for regular rate and 226 violations. legal research regarding the same. Analyze Fed Court and PAGA website filings.                                    | 2.60     | \$850.00 | \$2,210.00 |
| NDB      | 08/12/2023 | Review facts and law. Draft complaint. Research claims.                                                                                                                    | 3.30     | \$850.00 | \$2,805.00 |
| NDB      | 08/16/2023 | Review individual wrongful termination/retaliation claims. Legal research. Analyze case file. Draft complaint. Discuss with Plaintiff.                                     | 3.80     | \$850.00 | \$3,230.00 |
| RE       | 08/17/2023 | Review & analyze employment file documents                                                                                                                                 | 2.00     | \$675.00 | \$1,350.00 |
| RE       | 08/17/2023 | Review case notes/damage analysis                                                                                                                                          | 0.50     | \$675.00 | \$337.50   |
| RE       | 08/17/2023 | Review/edit/revise class action complaint draft; finalize draft for filing                                                                                                 | 2.70     | \$675.00 | \$1,822.50 |
| RE       | 08/17/2023 | Draft summons & civil case cover sheet/                                                                                                                                    | 0.50     | \$675.00 | \$337.50   |

|                                                |            |                                                                                                                                                                                                                                                                                                       |      |          |            |
|------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| addendum statement of location re class action |            |                                                                                                                                                                                                                                                                                                       |      |          |            |
| RE                                             | 08/17/2023 | Review & finalize class action complaint package; file in LA Sup. Ct.                                                                                                                                                                                                                                 | 0.50 | \$675.00 | \$337.50   |
| RE                                             | 08/17/2023 | Review court returned documents re class action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference                                                                                                                                      | 0.50 | \$675.00 | \$337.50   |
| HD                                             | 08/17/2023 | 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   |
| NDB                                            | 08/18/2023 | Review and research PAGA claims and penalties. Draft PAGA Notice.                                                                                                                                                                                                                                     | 2.00 | \$850.00 | \$1,700.00 |
| NDB                                            | 08/19/2023 | Review emails and documents from Plaintiff. legal research 1102.5 recent opinions and settlements. Discuss with team. Draft internal case notes memo detailing specific facts and violations.                                                                                                         | 3.00 | \$850.00 | \$2,550.00 |
| HD                                             | 08/22/2023 | Review and assess 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                                             | 08/22/2023 | Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One.                                                                                                                                                                                                                    | 0.50 | \$250.00 | \$125.00   |
| TM                                             | 08/23/2023 | Legal research re local rules and procedures re complex designation and impact on staying discovery subject to case management conference.                                                                                                                                                            | 0.50 | \$450.00 | \$225.00   |
| TM                                             | 08/24/2023 | Draft Discovery: Reviewed file to draft Plaintiff's initial discovery to Defendant; Reviewed and revised Plaintiff's initial discovery to Defendant; reviewed and revised Deposition notice to Defendant and Belaire-West Notice.                                                                     | 0.70 | \$450.00 | \$315.00   |
| TM                                             | 08/25/2023 | Review and Analyze: Reviewed and analyzed Initial Status Conference Order.                                                                                                                                                                                                                            | 0.30 | \$450.00 | \$135.00   |
| RE                                             | 08/29/2023 | Review file; prep initial docs for service of process re class action; identify reg. agent; send out for service via knox                                                                                                                                                                             | 0.75 | \$675.00 | \$506.25   |
| RE                                             | 09/05/2023 | File proof of service of summons re class action; memo to firm re post service written discovery                                                                                                                                                                                                      | 0.50 | \$675.00 | \$337.50   |
| TM                                             | 09/29/2023 | Review and Analyze: Reviewed and analyzed Defendant's notice of related case; Reviewed                                                                                                                                                                                                                | 0.40 | \$450.00 | \$180.00   |

|                                   |            |                                                                                                                                                                                                                                                                                                                                                                                                 |      |          |            |
|-----------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Defendant's notice of appearance. |            |                                                                                                                                                                                                                                                                                                                                                                                                 |      |          |            |
| TM                                | 10/02/2023 | Correspondence with Opposing Counsel: Email to and from OPC re Court ordered e-service provider deadline; Advised HD re e-service provider.                                                                                                                                                                                                                                                     | 0.60 | \$450.00 | \$270.00   |
| HD                                | 10/02/2023 | Coordinate and set up case for e-service with Case Anywhere.                                                                                                                                                                                                                                                                                                                                    | 0.30 | \$250.00 | \$75.00    |
| TM                                | 10/06/2023 | Correspondence with Opposing Counsel: Emails to and from OPC re meeting and conferring prior to initial CMC; planned and prepared for upcoming meet and confer call with OPC.                                                                                                                                                                                                                   | 1.10 | \$450.00 | \$495.00   |
| TM                                | 10/09/2023 | Correspondence with Opposing Counsel: Planned and prepared for upcoming meet and confer call with OPC; Meet and confer call with OPC re upcoming CMC; email to OPC re meet and confer; Updated Case notes following telephone call with OPC re case.                                                                                                                                            | 1.50 | \$450.00 | \$675.00   |
| TM                                | 10/09/2023 | Draft: Drafted Joint Initial Status Conference Statement; Email to OPC re Joint Initial Status Conference Statement.                                                                                                                                                                                                                                                                            | 1.40 | \$450.00 | \$630.00   |
| JH                                | 10/09/2023 | Review/analyze file; discuss with TM re initial meet and confer for CMC: advise TM                                                                                                                                                                                                                                                                                                              | 0.50 | \$750.00 | \$375.00   |
| TM                                | 10/09/2023 | Review and Analyze: Reviewed Complaint in related matter, compared to Plaintiff's Operative Complaint.                                                                                                                                                                                                                                                                                          | 0.30 | \$450.00 | \$135.00   |
| JH                                | 10/09/2023 | Review/revise draft joint initial status conference report; advise TM                                                                                                                                                                                                                                                                                                                           | 0.50 | \$750.00 | \$375.00   |
| TM                                | 10/10/2023 | Receipt and Review of Correspondence: Emails to and from OPC re Joint Status Report in advance of upcoming Status Conference; Reviewed Defendant's revisions to Joint Status Report; Advised HD re service and filing of Joint Status Report; revised Joint Status Report, email to and from OPC re further revisions; Email to and from OPC re meeting and conferring re Defendant's Demurrer. | 2.30 | \$450.00 | \$1,035.00 |
| JH                                | 10/10/2023 | Review Defendant's proposed revisions to joint statement; analyze claims alleged in related matter to assess forthcoming demurrer; advise TM; discuss with AJB                                                                                                                                                                                                                                  | 1.30 | \$750.00 | \$975.00   |
| HD                                | 10/10/2023 | Execute and finalize Proof of Service. Process and submit Joint Initial Status Conference Statement to Court for filing and serve via Case Anywhere.                                                                                                                                                                                                                                            | 0.50 | \$250.00 | \$125.00   |
| JH                                | 10/11/2023 | Review docs from Plaintiff in file; create exhibit book and update case file                                                                                                                                                                                                                                                                                                                    | 1.00 | \$750.00 | \$750.00   |

|    |            |                                                                                                                                                                                                                                                                                                             |      |          |          |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| TM | 10/12/2023 | Planned and prepared for upcoming meet and confer call with OPC re Defendant's demurrer; legal research re special demurrer based on previous litigation.                                                                                                                                                   | 1.20 | \$450.00 | \$540.00 |
| TM | 10/13/2023 | Correspondence with Opposing Counsel: Prepared for meet and confer call with OPC re Defendant's Demurrer; Meet and confer call with OPC re Defendant's Demurrer; Legal research re Doctrine of Exclusive Concurrent JX.                                                                                     | 1.70 | \$450.00 | \$765.00 |
| HD | 10/13/2023 | Review and research court case docket to confirm 10/17/2023 (Class) - Initial Status Conference Hearing still on calendar. Review court appearance requirements. Coordinate and set up remote appearance via LACourt Connect. Email correspondence to appearing attorney to advise.                         | 0.20 | \$250.00 | \$50.00  |
| TM | 10/16/2023 | Planned and prepared for upcoming initial status conference.                                                                                                                                                                                                                                                | 0.60 | \$450.00 | \$270.00 |
| HD | 10/16/2023 | Review and research court case docket to confirm 10/17/2023 Class Initial Status Conference Hearing still on calendar. Check for tentative ruling in preparation for the hearing. Review court appearance requirements. Email correspondence to appearing attorney to advise and confirm remote appearance, | 0.20 | \$250.00 | \$50.00  |
| TM | 10/17/2023 | Final preparation for upcoming Initial Status Conference; Attended Initial Status Conference; Advised firm re status following hearing.                                                                                                                                                                     | 1.80 | \$450.00 | \$810.00 |
| JH | 10/17/2023 | Review/analyze matter; discuss with TM re initial CMC; discuss with AJB re JPA                                                                                                                                                                                                                              | 0.40 | \$750.00 | \$300.00 |
| HD | 10/17/2023 | Draft Proposed Order Authorizing Electronic Service (Case Anywhere). Forward to Attorney Moran for review and finalization.                                                                                                                                                                                 | 1.00 | \$250.00 | \$250.00 |
| HD | 10/17/2023 | Draft Notice of Ruling (ISC) and Demurrer Hearing. Forward to Attorney Moran for review and finalization.                                                                                                                                                                                                   | 1.00 | \$250.00 | \$250.00 |
| TM | 10/17/2023 | Reviewed, revised, finalized and signed Plaintiff's Notice of Ruling re Initial Status Conference; advised HD re filing and service of notice of ruling.                                                                                                                                                    | 0.40 | \$450.00 | \$180.00 |
| TM | 10/18/2023 | Reviewed and revised proposed order re use of CaseAnywhere per Court Order; Advised HD re service and filing of Proposed Order.                                                                                                                                                                             | 0.50 | \$450.00 | \$225.00 |
| HD | 10/18/2023 | Execute and finalize Proof of Service. Process and submit Notice of Ruling to Court for filing via One Legal and serve via Case Anywhere.                                                                                                                                                                   | 0.50 | \$250.00 | \$125.00 |

|     |            |                                                                                                                                                                                          |      |          |            |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| HD  | 10/18/2023 | Execute and finalize Proof of Service. Process and submit [Proposed] Order Authorizing Electronic Service (Case Anywhere) to Court for filing via One Legal and serve via Case Anywhere. | 0.50 | \$250.00 | \$125.00   |
| TM  | 10/25/2023 | Reviewed Defendant's Notice of appearance of attorney.                                                                                                                                   | 0.10 | \$450.00 | \$45.00    |
| NDB | 11/08/2023 | Review and analyze Plaintiff's emails regarding individual claims. review and analyze Department of Health complaints and letter. Legal research. Respond to client. Update case file.   | 1.20 | \$850.00 | \$1,020.00 |
| TM  | 11/09/2023 | Reviewed and analyzed Defendant's Special Demurrer in order to draft Opposition.                                                                                                         | 1.40 | \$450.00 | \$630.00   |
| TM  | 11/16/2023 | Drafted Plaintiff's Opposition to Defendant's Demurrer; Drafted objection to Defendant's RJN ISO Demurrer; Legal Research in order to draft Plaintiff's Opposition to Demurrer.          | 3.50 | \$450.00 | \$1,575.00 |
| TM  | 11/17/2023 | Continued drafting Plaintiff's Opposition to Defendant's Demurrer.                                                                                                                       | 2.00 | \$450.00 | \$900.00   |
| TM  | 11/19/2023 | Drafted Plaintiff's opposition to Defendant's demurrer.                                                                                                                                  | 2.50 | \$450.00 | \$1,125.00 |
| TM  | 11/20/2023 | Reviewed JH's revisions to Plaintiff's Demurrer Opposition; Revised further Plaintiff's Demurrer Opposition; Advised HD re finalizing Demurrer Opposition.                               | 1.20 | \$450.00 | \$540.00   |
| JH  | 11/20/2023 | Review/revise draft special demurrer opp; advise TM                                                                                                                                      | 1.50 | \$750.00 | \$1,125.00 |
| TM  | 11/21/2023 | Finalized and signed Plaintiff's Opposition to Demurrer; Advised HD re service and filing of Opposition to Demurrer.                                                                     | 0.70 | \$450.00 | \$315.00   |
| JH  | 11/21/2023 | Review final Demurrer opp; advise team re filing                                                                                                                                         | 0.50 | \$750.00 | \$375.00   |
| HD  | 11/21/2023 | Prepare Table of Contents and Table of Authorities for Plaintiff's Opposition to Demurrer.                                                                                               | 1.00 | \$250.00 | \$250.00   |
| HD  | 11/21/2023 | Execute and finalize Proof of Service. Process and submit Plaintiff's Opposition to Demurrer to court for filing via One Legal and serve via email.                                      | 0.50 | \$250.00 | \$125.00   |
| TM  | 12/04/2023 | Reviewed and analyzed Defendant's Reply ISO Defendant's Demurrer in preparation for oral argument.                                                                                       | 1.10 | \$450.00 | \$495.00   |
| TM  | 12/14/2023 | Planned and prepared for upcoming oral argument re Defendant's Demurrer; Reviewed Court's notice of continuance of hearing and order.                                                    | 1.20 | \$450.00 | \$540.00   |

|    |            |                                                                                                                                                                                    |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| HD | 02/09/2024 | ROA review and schedule remote appearance via LACC for Demurrer Hearing on 02/16/2024.                                                                                             | 0.30 | \$250.00 | \$75.00    |
| TM | 02/16/2024 | Planned and prepared for oral argument re Defendant's Demurrer; Attended Demurrer hearing; email to firm re status following hearing.                                              | 3.20 | \$450.00 | \$1,440.00 |
| JH | 02/16/2024 | Discuss with TM re Demurrer hearing; advise                                                                                                                                        | 0.50 | \$750.00 | \$375.00   |
| TM | 02/16/2024 | Drafted Notice to Defendant re Demurrer Hearing; Email to OPC re mediation; advised HD re service of Notice of Ruling.                                                             | 0.60 | \$450.00 | \$270.00   |
| HD | 02/19/2024 | Edit and revise Plaintiff's initial Request For Discovery, Set One to include Requests.                                                                                            | 1.00 | \$250.00 | \$250.00   |
| TM | 02/22/2024 | Reviewed, revised and finalized Plaintiff's initial discovery to Defendant; Advised HD re service of discovery                                                                     | 1.40 | \$450.00 | \$630.00   |
| HD | 02/22/2024 | Execute and finalize Proof of Service. Serve Plaintiff's Written discovery, Set One via Case Anywhere.                                                                             | 0.50 | \$250.00 | \$125.00   |
| JH | 02/22/2024 | Review/revise discovery requests; advise TM                                                                                                                                        | 1.00 | \$750.00 | \$750.00   |
| HD | 02/23/2024 | Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for March 28, 2024.                                                              | 0.30 | \$250.00 | \$75.00    |
| TM | 02/23/2024 | Email to OPC re mediation.                                                                                                                                                         | 0.20 | \$450.00 | \$90.00    |
| TM | 03/06/2024 | Reviewed and analyzed Defendant's Petition for Coordination and Application for Order to Stay; Email to and from OPC re Mediation; Advised team re status of mediation discussion. | 1.80 | \$450.00 | \$810.00   |
| JH | 03/06/2024 | F/u correspondence with co-counsel re mediators                                                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| HD | 03/06/2024 | Receive and review email from defendant's counsel. Edit and update Service List accordingly.                                                                                       | 0.10 | \$250.00 | \$25.00    |
| JH | 03/07/2024 | Review/analyze Defendant's answer                                                                                                                                                  | 0.30 | \$750.00 | \$225.00   |
| JH | 03/08/2024 | Discuss mediators with AJB and co-counsel; f/u correspondence with defense counsel re same                                                                                         | 0.40 | \$750.00 | \$300.00   |
| TM | 03/13/2024 | Email from OPC re proposed mediators/ mediation.                                                                                                                                   | 0.20 | \$450.00 | \$90.00    |
| JH | 03/18/2024 | Additional corresp. with defense counsel and co-counsel re mediation                                                                                                               | 0.30 | \$750.00 | \$225.00   |
| HD | 03/19/2024 | Contact Aptus Court Reporting and cancel reservation for Defendant's Deposition.                                                                                                   | 0.10 | \$250.00 | \$25.00    |
| HD | 03/22/2024 | Review case file and status. Draft Stipulation and Proposed Order for Stay of Matter Pending                                                                                       | 1.00 | \$250.00 | \$250.00   |

| Mediation. |            |                                                                                                                                                                                                   |      |          |            |
|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM         | 03/22/2024 | Reviewed and revised stipulation to stay pending mediation; Revised and finalized stipulation to stay pending mediation; Email to OPC re stipulation to stay.                                     | 1.30 | \$450.00 | \$585.00   |
| JH         | 03/22/2024 | Review/revise draft stip to stay pending mediation; advise TM                                                                                                                                     | 0.40 | \$750.00 | \$300.00   |
| JH         | 03/27/2024 | Call with defense counsel re mediation and stay in the interim                                                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| SP         | 04/01/2024 | Reviewed case notes, pleadings, correspondence, and documents. Discussion with client re: facts of case. Completed Case Notes Intake form. Drafted Mediation Data Request and sent to co-counsel. | 3.90 | \$675.00 | \$2,632.50 |
| JH         | 04/01/2024 | Review/revise mediation data request; advise SP                                                                                                                                                   | 0.40 | \$750.00 | \$300.00   |
| TM         | 04/03/2024 | Reviewed notice of order assigning coordination motion judge.                                                                                                                                     | 0.20 | \$450.00 | \$90.00    |
| JH         | 04/18/2024 | Review Order re CMC; circulate and advise team                                                                                                                                                    | 0.30 | \$750.00 | \$225.00   |
| TM         | 04/22/2024 | Reviewed notice of rescheduled CMC.                                                                                                                                                               | 0.20 | \$450.00 | \$90.00    |
| TM         | 04/22/2024 | Reviewed notice of order setting hearing date for petition for coordination.                                                                                                                      | 0.20 | \$450.00 | \$90.00    |
| JH         | 04/22/2024 | Review petition for coordination; circulate and advise team                                                                                                                                       | 0.50 | \$750.00 | \$375.00   |
| TM         | 05/06/2024 | Email from OPC re Joint Status Conference Statement; Reviewed Defendant's joint Status Conference Statement.                                                                                      | 0.60 | \$450.00 | \$270.00   |
| TM         | 05/08/2024 | Reviewed and revised Defendant's proposed Joint CMC Statement; email to and from OPC re joint CMC statement.                                                                                      | 0.80 | \$450.00 | \$360.00   |
| JH         | 05/08/2024 | Review/revise draft Joint Report; advise TM                                                                                                                                                       | 0.30 | \$750.00 | \$225.00   |
| TM         | 05/14/2024 | Planned and prepared for upcoming Case Management Conference.                                                                                                                                     | 0.50 | \$450.00 | \$225.00   |
| TM         | 05/16/2024 | Planned and prepared for Further Status Conference; Attended Further Status Conference; Advised firm re case status.                                                                              | 1.50 | \$450.00 | \$675.00   |
| JH         | 05/16/2024 | Discuss with TM re CMC                                                                                                                                                                            | 0.30 | \$750.00 | \$225.00   |
| SP         | 06/07/2024 | Discussion with client re: individual claims. Discussed with Team. Reviewed and analyzed Client's WC release.                                                                                     | 1.10 | \$675.00 | \$742.50   |
| TM         | 06/11/2024 | Planned and prepared for upcoming hearing re                                                                                                                                                      | 0.80 | \$450.00 | \$360.00   |

|     |            |                                                                                                                                                                                                                                     |      |          |            |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | coordination; reviewed and analyzed Court's tentative ruling.                                                                                                                                                                       |      |          |            |
| SP  | 06/11/2024 | Reviewed documents, ac communications, pleadings and case notes. Discussed the facts for the PAGA and Individual Complaint with Client. Drafted PAGA and Individual Complaint. Filed claim and obtained Right to Sue from the DFEH. | 4.70 | \$675.00 | \$3,172.50 |
| JH  | 06/11/2024 | Review tentative ruling on Petition for coordination; advise TM                                                                                                                                                                     | 0.40 | \$750.00 | \$300.00   |
| JH  | 06/11/2024 | Review draft amended complaint                                                                                                                                                                                                      | 0.50 | \$750.00 | \$375.00   |
| NDB | 06/11/2024 | Review and revise individual complaint. Discuss with SP. Analyze case file. Review Right to Sue.                                                                                                                                    | 1.40 | \$850.00 | \$1,190.00 |
| TM  | 06/14/2024 | Reviewed and analyzed Defendant's proposed order re Petition for Coordination; email to OPC re approval of proposed order.                                                                                                          | 0.70 | \$450.00 | \$315.00   |
| TM  | 06/24/2024 | Email from OPC re joint CMC statement; reviewed joint CMC statement.                                                                                                                                                                | 0.50 | \$450.00 | \$225.00   |
| JH  | 06/24/2024 | Review/analyze joint report; advise TM                                                                                                                                                                                              | 0.30 | \$750.00 | \$225.00   |
| TM  | 06/24/2024 | Reviewed Court's order re petition for coordination.                                                                                                                                                                                | 0.20 | \$450.00 | \$90.00    |
| TM  | 06/26/2024 | Email from OPC re joint CMC statement; advised team re deadline.                                                                                                                                                                    | 0.30 | \$450.00 | \$135.00   |
| HD  | 06/27/2024 | ROA review and schedule remote appearance via LACC for upcoming status conference.                                                                                                                                                  | 0.20 | \$250.00 | \$50.00    |
| TM  | 07/01/2024 | Planned and prepared for upcoming Case Management Conference.                                                                                                                                                                       | 0.50 | \$450.00 | \$225.00   |
| TM  | 07/02/2024 | Planned and prepared for upcoming Case management conference.                                                                                                                                                                       | 0.40 | \$450.00 | \$180.00   |
| TM  | 07/03/2024 | Attended Case Management Conference; Advised firm re case status; Advised HD re notice of ruling; reviewed and finalized notice of ruling.                                                                                          | 1.40 | \$450.00 | \$630.00   |
| RE  | 07/03/2024 | Review, revise PAGA only complaint; finalize complaint for filing; confer w team re draft.                                                                                                                                          | 2.00 | \$675.00 | \$1,350.00 |
| RE  | 07/03/2024 | Draft summons & civil case cover sheet re PAGA action                                                                                                                                                                               | 0.50 | \$675.00 | \$337.50   |
| RE  | 07/03/2024 | Review & finalize PAGA complaint package; file in LA Sup. Ct.                                                                                                                                                                       | 0.50 | \$675.00 | \$337.50   |
| RE  | 07/03/2024 | Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment & status of initial CMC                                                                                                   | 0.50 | \$675.00 | \$337.50   |

|    |            |                                                                                                                                                                                                |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| HD | 07/03/2024 | Execute and finalize Proof of Service. Process and submit Notice of Ruling to court for filing via One Legal and served via CaseAnywhere.                                                      | 0.50 | \$250.00 | \$125.00   |
| HD | 07/08/2024 | Review filed Paga complaint. Add case to Master Case Sheet.                                                                                                                                    | 0.30 | \$250.00 | \$75.00    |
| TM | 07/09/2024 | Reviewed Court's order assigning trial judge.                                                                                                                                                  | 0.30 | \$450.00 | \$135.00   |
| TM | 07/10/2024 | Reviewed Court's NOTICE OF ORDER RE: PETITION FOR COORDINATION AND ORDER ASSIGNING COORDINATION TRIAL JUDGE                                                                                    | 0.20 | \$450.00 | \$90.00    |
| TM | 07/11/2024 | Reviewed Court's notice of CMC; reviewed court's notice of OSC.                                                                                                                                | 0.40 | \$450.00 | \$180.00   |
| TM | 07/12/2024 | Drafted joint CMC Statement; emails to and from OPC re joint cmc statement; Reviewed Defendant's revisions to joint CMC statement.                                                             | 1.50 | \$450.00 | \$675.00   |
| TM | 07/12/2024 | Reviewed Court's notice of rescheduled CMC.                                                                                                                                                    | 0.20 | \$450.00 | \$90.00    |
| RE | 07/17/2024 | Provide notice to LWDA of PAGA action filing                                                                                                                                                   | 0.40 | \$675.00 | \$270.00   |
| JH | 08/07/2024 | Review/revised draft MDR letter; advise SP                                                                                                                                                     | 0.30 | \$750.00 | \$225.00   |
| SP | 08/07/2024 | Reviewed pleadings, case notes and correspondence. Reviewed, revised and sent Mediation data Request to AJB for review and approval. Finalized and served Mediation Data Request on Defendant. | 1.90 | \$675.00 | \$1,282.50 |
| RE | 08/27/2024 | Review & prep initial documents for service of process re PAGA action; identify reg. agent; send out for service via Knox.                                                                     | 0.75 | \$675.00 | \$506.25   |
| SP | 09/09/2024 | Reviewed case notes, correspondence and orders. Prepared for and Met and conferred with OPC. Researched sample size. Sent follow up email to OPC.                                              | 0.90 | \$675.00 | \$607.50   |
| RE | 09/10/2024 | File proof of service of summons re PAGA action; memo to firm re post service written discovery                                                                                                | 0.50 | \$675.00 | \$337.50   |
| SP | 09/11/2024 | Reviewed correspondence and sent follow up email re: Mediation sample, individual claims and prior settlement documents.                                                                       | 0.20 | \$675.00 | \$135.00   |
| JH | 09/12/2024 | Corresp w defense counsel re mediation data/ sampling methodology                                                                                                                              | 0.40 | \$750.00 | \$300.00   |
| SP | 09/25/2024 | Discussed PAGA claim, Mediation and Answer with OPC. Sent confirming email.                                                                                                                    | 0.40 | \$675.00 | \$270.00   |
| SP | 10/02/2024 | Reviewed calendar, docket and correspondence for upcoming deadline/appearance and advised team.                                                                                                | 0.20 | \$675.00 | \$135.00   |

|    |            |                                                                                                                                                                                          |      |          |          |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| TM | 10/04/2024 | Reviewed file and court docket; advised team re status of OSC re failure to file POS.                                                                                                    | 0.50 | \$450.00 | \$225.00 |
| SP | 10/14/2024 | Reveiwed case notes, communications and corresponded with OPC re: Stipulation.                                                                                                           | 0.30 | \$675.00 | \$202.50 |
| HD | 10/17/2024 | Review status of case. Draft Joint Stipulation to Stay Matter Pending Mediation.                                                                                                         | 1.00 | \$250.00 | \$250.00 |
| SP | 10/21/2024 | Reviewed and revised stipulation to stay pending mediation. Sent to OPC.                                                                                                                 | 1.20 | \$675.00 | \$810.00 |
| JH | 10/23/2024 | Review/analyze defendant's revisions to stip                                                                                                                                             | 0.30 | \$750.00 | \$225.00 |
| SP | 10/25/2024 | Met and conferred with OPC re: Stipulation to stay PAGA case. Discussed with JSH. Reviewed docket and pleadings. Revised and sent Stipulation to Counsel.                                | 1.40 | \$675.00 | \$945.00 |
| JH | 10/25/2024 | Review/revise stip to stay pending mediation; advise SP                                                                                                                                  | 0.40 | \$750.00 | \$300.00 |
| SP | 10/28/2024 | Reveiwed finalized and executed version of Stipulation. Arranged for service and filing of Stipulation.                                                                                  | 0.50 | \$675.00 | \$337.50 |
| SP | 10/29/2024 | Discussed Stipulation with HD. Revised Word version and sent to HD for filing. Discussed with HD and Reveiwed Court receipt and one legal order. Requested reimbursement from defendant. | 0.70 | \$675.00 | \$472.50 |
| HD | 10/29/2024 | Execute and finalize Proof of Service. Process and submit Stipulation and Proposed Order for Stay Pending Mediation to court for filing via One Legal and serve via email.               | 0.50 | \$250.00 | \$125.00 |
| HD | 10/29/2024 | Email correspondence to attorney Puche regarding charge for Defendant's First Appearance Fee and requests for reimbursement.                                                             | 0.20 | \$250.00 | \$50.00  |
| HD | 11/07/2024 | Obtain, review and download executed/filed Order for Stay Pending Mediation. Upload and save to electronic file. Circulate to team and staff accordingly.                                | 0.30 | \$250.00 | \$75.00  |
| SP | 11/07/2024 | Corresponded with team and OPC re: Reimbursement check.                                                                                                                                  | 0.40 | \$675.00 | \$270.00 |
| SP | 11/20/2024 | Reviewed calendar and docket for appearance/ deadline. Discussed with team.                                                                                                              | 0.20 | \$675.00 | \$135.00 |
| SP | 11/25/2024 | Reveiwed correspondence, mediation folder, documents, case notes and pleadings. Send confirmation letter to OPC re: Mediation data and document request.                                 | 0.90 | \$675.00 | \$607.50 |
| SP | 11/26/2024 | Corresponded with OPC confirming Mediation data is forthcoming prior to the deadline.                                                                                                    | 0.40 | \$675.00 | \$270.00 |

|     |            |                                                                                                                                                                                                                                                               |      |          |            |
|-----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| NDB | 12/10/2024 | Review 204 and vacation pay regular rate claims. Analyze written policy documents. Legal research. Review case file and mediation issues.                                                                                                                     | 2.10 | \$850.00 | \$1,785.00 |
| JH  | 12/17/2024 | Review/analyze Defendant's mediation doc/data production                                                                                                                                                                                                      | 2.00 | \$750.00 | \$1,500.00 |
| SP  | 12/17/2024 | Reveiwed documents and created exhibit book.                                                                                                                                                                                                                  | 2.50 | \$675.00 | \$1,687.50 |
| SP  | 12/19/2024 | Reveiwed and analyzed document production, discussed production and data points with expert, followed up with OPC in preparation for Mediation.                                                                                                               | 0.80 | \$675.00 | \$540.00   |
| JH  | 12/31/2024 | Review mediation data sent from Defendant                                                                                                                                                                                                                     | 0.40 | \$750.00 | \$300.00   |
| JH  | 01/02/2025 | Discuss mediation with SP; advise                                                                                                                                                                                                                             | 0.50 | \$750.00 | \$375.00   |
| SB  | 01/02/2025 | Speak with client in advance of mediation, analyze claims, advise AJB                                                                                                                                                                                         | 2.60 | \$450.00 | \$1,170.00 |
| NDB | 01/02/2025 | Review and analyze data produced for mediation purposes. Review court docket and case file. Review and research Plaintiff's individual claims and damages. Analyze time records and paystubs for wage and hour claims. Legal research. Prepare for mediation. | 3.40 | \$850.00 | \$2,890.00 |
| AB  | 01/03/2025 | Draft mediation brief.                                                                                                                                                                                                                                        | 5.00 | \$895.00 | \$4,475.00 |
| JH  | 01/06/2025 | Advise AJB re related matter and potential prior settlement for purposes of mediation                                                                                                                                                                         | 0.50 | \$750.00 | \$375.00   |
| SP  | 01/06/2025 | Reveiwed and analyzed expert analysis, correspondent and mediation Brief. Discussed with AJB.                                                                                                                                                                 | 1.50 | \$675.00 | \$1,012.50 |
| AB  | 01/06/2025 | Draft mediation brief.                                                                                                                                                                                                                                        | 5.00 | \$895.00 | \$4,475.00 |
| SP  | 01/07/2025 | Reveiwed and analyzed correspondence from co-counsel and sent expert analysis. Discussed with AJB and team. Updated case notes, and mediation brief. Discussed SOP re: mediation with team.                                                                   | 1.70 | \$675.00 | \$1,147.50 |
| SP  | 01/08/2025 | Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes to analyze case appearance/deadline.                                                                                                               | 0.30 | \$675.00 | \$202.50   |
| SB  | 01/08/2025 | Speak with client about damages, calculate individual damages, add to case notes, and advise AJB                                                                                                                                                              | 2.60 | \$450.00 | \$1,170.00 |
| SB  | 01/09/2025 | Prepare for mediation, review and analyze mediation brief, advise AJB                                                                                                                                                                                         | 2.80 | \$450.00 | \$1,260.00 |
| SP  | 01/10/2025 | Reveiwed and analyzed mediation brief and discussed at length with AJB to finalize brief.                                                                                                                                                                     | 0.80 | \$675.00 | \$540.00   |

|                                                                                                  |            |                                                                                                                                                                                                                                            |      |          |            |
|--------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Ensured all referenced to plural and/or singular Plaintiff's were accurate per AJB instructions. |            |                                                                                                                                                                                                                                            |      |          |            |
| NDB                                                                                              | 01/11/2025 | Review all mediation materials. Analyze expert penalty and damage report. Review mediation briefs and exhibits thereto. Analyze case demographics. Prepare for mediation.                                                                  | 2.20 | \$850.00 | \$1,870.00 |
| JH                                                                                               | 01/14/2025 | Review documents and assess claims; advise AJB re issues presented at mediation; review updated expert analysis re regular rate issue based on shift differentials                                                                         | 1.50 | \$750.00 | \$1,125.00 |
| AB                                                                                               | 01/14/2025 | Prep and appear for mediation.                                                                                                                                                                                                             | 8.00 | \$895.00 | \$7,160.00 |
| SB                                                                                               | 01/14/2025 | Attend mediation                                                                                                                                                                                                                           | 8.00 | \$450.00 | \$3,600.00 |
| JH                                                                                               | 01/15/2025 | Discuss with AJB re outcome of mediation and next steps                                                                                                                                                                                    | 0.70 | \$750.00 | \$525.00   |
| JH                                                                                               | 01/15/2025 | Review/analyze draft MOU                                                                                                                                                                                                                   | 0.30 | \$750.00 | \$225.00   |
| JH                                                                                               | 01/17/2025 | Review Defendant's proposed revisions to MOU                                                                                                                                                                                               | 0.30 | \$750.00 | \$225.00   |
| AB                                                                                               | 01/17/2025 | Review/revise/draft corr re and send same - as to MOU to defendant                                                                                                                                                                         | 3.00 | \$895.00 | \$2,685.00 |
| AB                                                                                               | 01/22/2025 | Draft/send corr to def re: MOU.                                                                                                                                                                                                            | 1.00 | \$895.00 | \$895.00   |
| HD                                                                                               | 01/24/2025 | Review ROA, review status of matter and court's recent order. Prepare Joint Status Report Re: Results of Mediation shell. Forward to attorney Herman.                                                                                      | 0.50 | \$250.00 | \$125.00   |
| NDB                                                                                              | 01/25/2025 | Review mediation notes and results. Analyze MOU terms. Send MOU to Plaintiff. Analyze case file and case notes. Discuss terms with Plaintiff. Follow up for signature.                                                                     | 1.20 | \$850.00 | \$1,020.00 |
| NDB                                                                                              | 01/26/2025 | Review and respond to Plaintiff's email. Review emails and MOU terms.                                                                                                                                                                      | 0.60 | \$850.00 | \$510.00   |
| JH                                                                                               | 01/27/2025 | Review file; draft Joint Report; circulate to defense counsel for review                                                                                                                                                                   | 0.60 | \$750.00 | \$450.00   |
| HD                                                                                               | 01/27/2025 | Execute and finalize Proof of Service. Process and submit Joint Status Report Re: Results of Mediation to Court for filing via One Legal and serve via email.                                                                              | 0.50 | \$250.00 | \$125.00   |
| NDB                                                                                              | 01/27/2025 | Review and respond to Plaintiff's email regarding settlement.                                                                                                                                                                              | 0.40 | \$850.00 | \$340.00   |
| JH                                                                                               | 02/03/2025 | Review file and analyze MOU; discuss with AJB and ND; assess procedural posture and attorney costs; draft class longform agreement and circulate to co-counsel for review; draft individual longform agreement and circulate to co-counsel | 3.70 | \$750.00 | \$2,775.00 |

|     |            |                                                                                                                                                                                                                                                                          |      |          |            |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | for review; request admin bids from settlement administrators                                                                                                                                                                                                            |      |          |            |
| JH  | 02/12/2025 | Review co-counsel proposed revisions to draft longform agreements; discuss with co-counsel                                                                                                                                                                               | 0.50 | \$750.00 | \$375.00   |
| JH  | 02/17/2025 | Review draft SAC; advise SP                                                                                                                                                                                                                                              | 0.50 | \$750.00 | \$375.00   |
| SP  | 02/19/2025 | Reviewed calendar, MOU and correspondence. Sent follow up email to Co-Counsel regarding Amended Complaint draft by BNBD.                                                                                                                                                 | 0.30 | \$675.00 | \$202.50   |
| JH  | 02/19/2025 | Review draft SAC sent to defense counsel re review                                                                                                                                                                                                                       | 0.40 | \$750.00 | \$300.00   |
| TM  | 02/20/2025 | Review file; email to co-counsel re joint statement.                                                                                                                                                                                                                     | 0.40 | \$450.00 | \$180.00   |
| JH  | 02/20/2025 | F/u corresp w defense counsel re revisions to SAC; advise team                                                                                                                                                                                                           | 0.40 | \$750.00 | \$300.00   |
| TM  | 02/21/2025 | Email from co-counsel re joint CMC statement.                                                                                                                                                                                                                            | 0.20 | \$450.00 | \$90.00    |
| SP  | 02/21/2025 | Reveiwed and analyzed Defendant's revisions to the second amended complaint and compared to the filed class and PAGA complaints. Made further revisions to SAC and sent to co-counsel.                                                                                   | 1.10 | \$675.00 | \$742.50   |
| JH  | 02/21/2025 | Review joint CMC stmt                                                                                                                                                                                                                                                    | 0.30 | \$750.00 | \$225.00   |
| JH  | 03/05/2025 | Review Defendant's proposed revisions to longform agreements; discuss with ND and KN                                                                                                                                                                                     | 1.00 | \$750.00 | \$750.00   |
| JH  | 03/10/2025 | Further discuss individual longform agreement with ND; further revise                                                                                                                                                                                                    | 0.50 | \$750.00 | \$375.00   |
| JH  | 03/10/2025 | Review file and docket; review order granting leave to file SAC; advise team                                                                                                                                                                                             | 0.40 | \$750.00 | \$300.00   |
| TM  | 03/10/2025 | Review file; email to co-counsel re SAC.                                                                                                                                                                                                                                 | 0.40 | \$450.00 | \$180.00   |
| HD  | 03/10/2025 | Research ROA to obtain the status of the Joint Stipulation and Proposed Order for Leave to File SAC. Obtain and download filed Order for Leave to file SAC. Upload to electronic file and prepare and send email correspondence to handling attorney regarding the same. | 0.30 | \$250.00 | \$75.00    |
| NDB | 03/10/2025 | Review and revise individual settlement agreement. Analyze terms for conformity with MOU. Discuss with J Herman.                                                                                                                                                         | 0.80 | \$850.00 | \$680.00   |
| SP  | 03/11/2025 | Reveiwed first amended complaint and stipulation and executed. Sent to Co-Counsel for filing.                                                                                                                                                                            | 0.50 | \$675.00 | \$337.50   |
| KN  | 03/27/2025 | Analysis of revisions by Defendant; review JH memo; work on Agreement and prepare redlines for JH; respond to each issue; draft memo about                                                                                                                               | 2.75 | \$950.00 | \$2,612.50 |

|     |            |                                                                                                                                                                   |      |          |            |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | problems going forward.                                                                                                                                           |      |          |            |
| JH  | 04/01/2025 | Review/analyze co-counsel's proposed revisions to longform agreement; discuss with KN                                                                             | 0.70 | \$750.00 | \$525.00   |
| JH  | 04/08/2025 | Call with defense counsel to meet and confer on the longform agreements                                                                                           | 0.50 | \$750.00 | \$375.00   |
| SP  | 04/09/2025 | Reviewed and analyzed correspondence from Client, DFEH Right to Sue, Complaint and Mediation brief. Drafted response and sent to NJD for approval.                | 0.80 | \$675.00 | \$540.00   |
| JH  | 04/10/2025 | Review Defendant's further revisions to longform agreements; discuss with KN                                                                                      | 0.80 | \$750.00 | \$600.00   |
| KN  | 04/10/2025 | Review Def further revisions; review notes from JH; advise JH                                                                                                     | 0.75 | \$950.00 | \$712.50   |
| KN  | 04/21/2025 | Review status; review further revisions to draft Agreement; review emails; advise JH                                                                              | 0.50 | \$950.00 | \$475.00   |
| JH  | 04/21/2025 | Additional corresp w defense counsel re agreements; discuss with co-counsel and circulate further revised agreements                                              | 0.30 | \$750.00 | \$225.00   |
| JH  | 05/02/2025 | Review final revisions; accept and circulate final agreements for execution                                                                                       | 0.40 | \$750.00 | \$300.00   |
| NDB | 05/02/2025 | Review and analyze settlement agreement terms for conformity with MOU. Analyze case file and court docket. Discuss terms with Plaintiff. Follow up for signature. | 0.80 | \$850.00 | \$680.00   |
| JH  | 05/07/2025 | F/u with co-counsel re execution of agreement                                                                                                                     | 0.20 | \$750.00 | \$150.00   |
| KN  | 05/08/2025 | Review emails; prepare signed Agreement; email to JH                                                                                                              | 0.40 | \$950.00 | \$380.00   |
| KN  | 05/08/2025 | Review status and final agreement; analysis of next steps and plan / prepare forms for use in exhibits                                                            | 0.50 | \$950.00 | \$475.00   |
| KN  | 05/09/2025 | Begin work on exhibits for settlement                                                                                                                             | 1.00 | \$950.00 | \$950.00   |
| KN  | 05/12/2025 | Draft Exhibits to Settlement Agreement; research issue; email co-counsel                                                                                          | 4.00 | \$950.00 | \$3,800.00 |
| JH  | 05/12/2025 | Review draft exhibits to agreement                                                                                                                                | 0.40 | \$750.00 | \$300.00   |
| JH  | 05/21/2025 | Review Defendant's proposed revisions to Agreement exhibits                                                                                                       | 0.30 | \$750.00 | \$225.00   |
| KN  | 05/22/2025 | Initial review of Defendant's revisions to the exhibits                                                                                                           | 0.50 | \$950.00 | \$475.00   |
| KN  | 05/23/2025 | Review Def revisions to the exhibits; revise exhibits; prepare final exhibits; prepare redlines                                                                   | 2.00 | \$950.00 | \$1,900.00 |

|    |            |                                                                                                                                                                                     |      |          |            |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | for Exhibit A; email Defendant                                                                                                                                                      |      |          |            |
| KN | 06/04/2025 | Review status and emails; update approval outline; draft motion for preliminary approval; analysis of Kullar issues; email counsel with draft motion; memo to Admin re: declaration | 4.50 | \$950.00 | \$4,275.00 |
| JH | 06/04/2025 | Review draft MPA; discuss with KN                                                                                                                                                   | 0.80 | \$750.00 | \$600.00   |
| TM | 06/09/2025 | Review file; drafted Plaintiff's Declaration ISO MPA; email to client re declaration.                                                                                               | 2.50 | \$450.00 | \$1,125.00 |
| KN | 06/09/2025 | Review status; emails with staff; review email and agreement from Defendant; respond; review declaration from co-counsel                                                            | 0.75 | \$950.00 | \$712.50   |
| KN | 06/10/2025 | Draft declaration ISO motion for preliminary approval; prepare final exhibits for use in Declaration                                                                                | 3.25 | \$950.00 | \$3,087.50 |
| KN | 06/11/2025 | Review and revise motion for preliminary approval; finalize motion and declaration; file and serve motion; serve LWDA                                                               | 2.75 | \$950.00 | \$2,612.50 |
| HD | 06/11/2025 | Upload SAC to the LWDA for both Jones and Salazar                                                                                                                                   | 0.30 | \$250.00 | \$75.00    |
| KN | 07/08/2025 | Review tentative ruling; email to all counsel                                                                                                                                       | 0.30 | \$950.00 | \$285.00   |
| TM | 07/09/2025 | Planned and prepared for upcoming CMC.                                                                                                                                              | 0.50 | \$450.00 | \$225.00   |
| JH | 07/09/2025 | Review/analyze tentative ruling on MPA; circulate                                                                                                                                   | 0.40 | \$750.00 | \$300.00   |
| KN | 07/09/2025 | Revise proposed order per tentative ruling; circulate to counsel; prepare cover sheet and finalize proposed order; file and serve proposed order                                    | 0.75 | \$950.00 | \$712.50   |
| KN | 07/09/2025 | Court appearance; review filed documents; prepare for hearing                                                                                                                       | 0.40 | \$950.00 | \$380.00   |
| KN | 07/10/2025 | Review status; memo to Admin with instructions and documents                                                                                                                        | 0.40 | \$950.00 | \$380.00   |
| TM | 08/06/2025 | Email from TPA re class mailing; reviewed OPC revisions to class notice.                                                                                                            | 0.30 | \$450.00 | \$135.00   |
| JH | 08/11/2025 | Review draft admin timeline                                                                                                                                                         | 0.20 | \$750.00 | \$150.00   |
| TM | 08/11/2025 | Email from TPA re class notice; reviewed class notice.                                                                                                                              | 0.30 | \$450.00 | \$135.00   |
| JH | 09/12/2025 | Review admin report; circulate and advise                                                                                                                                           | 0.20 | \$750.00 | \$150.00   |
| TM | 09/12/2025 | Email from TPA re settlement report; reviewed Settlement report.                                                                                                                    | 0.30 | \$450.00 | \$135.00   |
| TM | 09/26/2025 | Email from TPA re settlement report; reviewed                                                                                                                                       | 0.30 | \$450.00 | \$135.00   |

|                          |            |                                                                                                                                                                                                                                                                                                                                 |      |          |            |
|--------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TPA's settlement report. |            |                                                                                                                                                                                                                                                                                                                                 |      |          |            |
| KN                       | 09/30/2025 | Review status; review emails; review billing statement for accuracy; correct issues                                                                                                                                                                                                                                             | 0.30 | \$950.00 | \$285.00   |
| JH                       | 09/30/2025 | Review Preliminary Approval Order; discuss with KN; analyze settlement agreement and admin reports; assess attorney costs and billing for Loadstar analysis; assess mediation valuation memo for Kullar analysis; corresp with co-counsel re time/costs; draft MFA/Fee Motion notice and memorandum; circulate to KN for review | 3.70 | \$750.00 | \$2,775.00 |
| TM                       | 10/01/2025 | Review file to determine status of client declaration; discussed Final Approval with team.                                                                                                                                                                                                                                      | 0.40 | \$450.00 | \$180.00   |
| KN                       | 10/07/2025 | Review emails; review Declarations from co-counsel; update approval outline; update firm billing                                                                                                                                                                                                                                | 0.50 | \$950.00 | \$475.00   |
| KN                       | 10/08/2025 | Revise status; work on motion issues; Review and revise motion for final approval; memo to JH regarding next steps; email Defendant.                                                                                                                                                                                            | 2.50 | \$950.00 | \$2,375.00 |
| JH                       | 10/10/2025 | Review/analyze KN's proposed revisions to draft MFA/Fee brief; discuss with co-counsel; assess updated settlement admin reports; review costs and time for loadstar analysis; draft declaration in support of final approval; circulate to KN for review; advise HD re tables                                                   | 2.40 | \$750.00 | \$1,800.00 |
| JH                       | 10/15/2025 | Review/revise tables with MFA                                                                                                                                                                                                                                                                                                   | 0.20 | \$750.00 | \$150.00   |
| HD                       | 10/15/2025 | Prepare Table of Contents and Table of Authorities for Motion for Final Approval and Attorneys Fees.                                                                                                                                                                                                                            | 1.00 | \$250.00 | \$250.00   |
| JH                       | 10/24/2025 | Review/analyze preliminary calculations; circulate                                                                                                                                                                                                                                                                              | 0.40 | \$750.00 | \$300.00   |
| TM                       | 10/31/2025 | Reviewed TPA's weekly status report.                                                                                                                                                                                                                                                                                            | 0.20 | \$450.00 | \$90.00    |
| JH                       | 10/31/2025 | Call from defense counsel re MFA/Fee motion; discuss with KN                                                                                                                                                                                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| KN                       | 10/31/2025 | Work on motion issue; emails with clerk and Defendant; memo to Admin regarding new notice issues                                                                                                                                                                                                                                | 0.75 | \$950.00 | \$712.50   |
| KN                       | 11/03/2025 | Review class notice for new members; review cure notice; review Defendant's revisions thereto; respond                                                                                                                                                                                                                          | 0.50 | \$950.00 | \$475.00   |
| TM                       | 11/03/2025 | Email from OPC re cure letter to class, reviewed OPC's revisions.                                                                                                                                                                                                                                                               | 0.30 | \$450.00 | \$135.00   |
| TM                       | 11/30/2025 | Reviewed TPA's status report.                                                                                                                                                                                                                                                                                                   | 0.20 | \$450.00 | \$90.00    |
| TM                       | 12/04/2025 | Reviewed TPA's status report.                                                                                                                                                                                                                                                                                                   | 0.20 | \$450.00 | \$90.00    |

|    |            |                                                                                                                                                                                     |      |          |            |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM | 12/12/2025 | Reviewed TPA's status report.                                                                                                                                                       | 0.20 | \$450.00 | \$90.00    |
| TM | 01/05/2026 | Reviewed TPA's settlement report.                                                                                                                                                   | 0.20 | \$450.00 | \$90.00    |
| TM | 01/26/2026 | Reviewed TPA's settlement report.                                                                                                                                                   | 0.20 | \$450.00 | \$90.00    |
| JH | 02/03/2026 | Review file and status of matter for purposes of forthcoming MFA/Fee Motion                                                                                                         | 0.30 | \$750.00 | \$225.00   |
| KN | 03/09/2026 | Emails with JH responding to issues he has; analysis of escalator issue; update chart; review draft Admin declaration and prepare redlines and comments; review updated spreadsheet | 1.00 | \$950.00 | \$950.00   |
| JH | 03/10/2026 | Further revise MFA/Fee Motion and supporting docs with updated numbers based on escalator triggering and additional information provided by admin; discuss with KN                  | 0.70 | \$750.00 | \$525.00   |
| JH | 03/16/2026 | Review updated admin decl; further revise MFA/ Fee Motion; discuss with KN                                                                                                          | 0.60 | \$750.00 | \$450.00   |
| KN | 03/19/2026 | Review and revise draft motion for final approval; review revised Admin declaration; email to counsel                                                                               | 2.00 | \$950.00 | \$1,900.00 |
| TM | 03/25/2026 | Reviewed TPA's declaration for final approval.                                                                                                                                      | 0.30 | \$450.00 | \$135.00   |
| KN | 03/26/2026 | Review and revise declaration ISO motion; review billing to finalize costs and lodestar                                                                                             | 1.50 | \$950.00 | \$1,425.00 |
| KN | 03/26/2026 | Review and revise motion; finalize motion; finalize proposed order; file and serve motion; serve LWDA                                                                               | 2.00 | \$950.00 | \$1,900.00 |

**Quantity Subtotal 267.65**

**Services Subtotal \$180,995.00**

## Expenses

| Type    | Date       | Notes                             | Quantity | Rate       | Total      |
|---------|------------|-----------------------------------|----------|------------|------------|
| Expense | 08/17/2023 | Onelegal/Court Fees               | 1.00     | \$1,494.99 | \$1,494.99 |
| Expense | 08/18/2023 | PAGA Filing Fee                   | 1.00     | \$75.00    | \$75.00    |
| Expense | 08/31/2023 | KNOX filing and messenger service | 1.00     | \$160.85   | \$160.85   |
| Expense | 08/31/2023 | Onelegal/Court Fees               | 1.00     | \$17.66    | \$17.66    |
| Expense | 09/01/2023 | Onelegal/Court Fees               | 1.00     | \$17.66    | \$17.66    |
| Expense | 09/13/2023 | Onelegal/Court Fees               | 1.00     | \$51.48    | \$51.48    |
| Expense | 10/11/2023 | One Legal Invoice No. 05394318    | 1.00     | \$17.66    | \$17.66    |

|         |            |                                   |      |            |            |
|---------|------------|-----------------------------------|------|------------|------------|
| Expense | 10/18/2023 | One Legal Invoice No. 05418221    | 1.00 | \$17.66    | \$17.66    |
| Expense | 10/18/2023 | One Legal Invoice No. 05418119    | 1.00 | \$17.66    | \$17.66    |
| Expense | 11/22/2023 | One Legal Invoice No. 05518845    | 1.00 | \$17.66    | \$17.66    |
| Expense | 11/29/2023 | One Legal Invoice No. 05529949    | 1.00 | \$51.48    | \$51.48    |
| Expense | 12/15/2023 | One Legal Invoice No. 05579040    | 1.00 | \$17.66    | \$17.66    |
| Expense | 01/05/2024 | Case Anywhere Fees.               | 1.00 | \$205.53   | \$205.53   |
| Expense | 03/27/2024 | Mediation Fees - Frank and Feder  | 1.00 | \$4,750.00 | \$4,750.00 |
| Expense | 04/02/2024 | Case Anywhere Fee                 | 1.00 | \$207.00   | \$207.00   |
| Expense | 07/03/2024 | Case anywhere fees.               | 1.00 | \$147.00   | \$147.00   |
| Expense | 07/03/2024 | One Legal Invoice No. 06175312    | 1.00 | \$19.71    | \$19.71    |
| Expense | 07/03/2024 | One Legal/Court Fees              | 1.00 | \$467.55   | \$467.55   |
| Expense | 08/29/2024 | KNOX Filing and Messenger Service | 1.00 | \$159.05   | \$159.05   |
| Expense | 09/10/2024 | One Legal/Court Fees              | 1.00 | \$19.71    | \$19.71    |
| Expense | 09/10/2024 | One Legal/Court Fees              | 1.00 | \$51.48    | \$51.48    |
| Expense | 10/05/2024 | Case Anywhere Fees.               | 1.00 | \$159.00   | \$159.00   |
| Expense | 10/29/2024 | One Legal No. 06509952            | 1.00 | \$471.54   | \$471.54   |
| Expense | 01/09/2025 | Case Anywhere Fees.               | 1.00 | \$147.00   | \$147.00   |
| Expense | 01/23/2025 | Expert Fees - Berger Consulting   | 1.00 | \$6,820.00 | \$6,820.00 |
| Expense | 01/27/2025 | One Legal/Court Fees              | 1.00 | \$23.44    | \$23.44    |
| Expense | 02/05/2025 | Caseanywhere                      | 1.00 | \$49.00    | \$49.00    |
| Expense | 02/07/2025 | One Legal/Court Fees              | 1.00 | \$23.44    | \$23.44    |
| Expense | 03/05/2025 | Case Anywhere Fees                | 1.00 | \$61.00    | \$61.00    |
| Expense | 04/04/2025 | Case Anywhere Fees                | 1.00 | \$49.00    | \$49.00    |
| Expense | 04/10/2025 | One Legal/Court Fees              | 1.00 | \$23.44    | \$23.44    |
| Expense | 04/11/2025 | One Legal/Court Fees              | 1.00 | \$23.44    | \$23.44    |
| Expense | 04/11/2025 | One Legal/Court Fees              | 1.00 | \$23.44    | \$23.44    |
| Expense | 05/02/2025 | Case Anywhere Fee                 | 1.00 | \$49.00    | \$49.00    |
| Expense | 06/02/2025 | Case Anywhere Fees                | 1.00 | \$49.00    | \$49.00    |
| Expense | 06/17/2025 | One legal filing charge           | 1.00 | \$99.06    | \$99.06    |
| Expense | 07/01/2025 | Case Anywhere Fees                | 1.00 | \$49.00    | \$49.00    |

|         |            |                         |      |                          |                    |
|---------|------------|-------------------------|------|--------------------------|--------------------|
| Expense | 07/09/2025 | One legal filing charge | 1.00 | \$36.08                  | \$36.08            |
| Expense | 07/09/2025 | One legal charge        | 1.00 | \$61.95                  | \$61.95            |
| Expense | 08/07/2025 | Case Anywhere Fee       | 1.00 | \$49.00                  | \$49.00            |
| Expense | 09/02/2025 | Case Anywhere Fees      | 1.00 | \$49.00                  | \$49.00            |
| Expense | 10/01/2025 | Case Anywhere Fee       | 1.00 | \$49.00                  | \$49.00            |
| Expense | 11/03/2025 | Case Anywhere Fees      | 1.00 | \$49.00                  | \$49.00            |
| Expense | 01/02/2026 | Case Anywhere Fees      | 1.00 | \$49.00                  | \$49.00            |
| Expense | 02/02/2026 | Case Anywhere Fees      | 1.00 | \$49.00                  | \$49.00            |
| Expense | 03/02/2026 | Case Anywhere Fees      | 1.00 | \$49.00                  | \$49.00            |
| Expense | 03/25/2026 | motion filing fee       | 1.00 | \$60.00                  | \$60.00            |
|         |            |                         |      | <b>Expenses Subtotal</b> | <b>\$16,605.28</b> |

| Time Keeper       | Quantity | Rate           | Total        |
|-------------------|----------|----------------|--------------|
| AJ Bhowmik        | 22.0     | \$895.00       | \$19,690.00  |
| Scott Blumenthal  | 16.0     | \$450.00       | \$7,200.00   |
| Nicholas De Blouw | 34.1     | \$850.00       | \$28,985.00  |
| Ricardo Ehmann    | 13.1     | \$675.00       | \$8,842.50   |
| Jeffrey Herman    | 42.2     | \$750.00       | \$31,650.00  |
| Trevor Moran      | 57.0     | \$450.00       | \$25,650.00  |
| Kyle Nordrehaug   | 36.55    | \$950.00       | \$34,722.50  |
| Sergio Puche      | 29.6     | \$675.00       | \$19,980.00  |
| Heather Drosi     | 17.1     | \$250.00       | \$4,275.00   |
|                   |          | Quantity Total | 267.65       |
|                   |          | Subtotal       | \$197,600.28 |
|                   |          | Total          | \$197,600.28 |

## Detailed Statement of Account

### Current Invoice

| Invoice Number           | Due On     | Amount Due   | Payments Received | Balance Due  |
|--------------------------|------------|--------------|-------------------|--------------|
| 1                        | 04/25/2026 | \$197,600.28 | \$0.00            | \$197,600.28 |
| Outstanding Balance      |            |              |                   | \$197,600.28 |
| Total Amount Outstanding |            |              |                   | \$197,600.28 |

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

Please pay within 30 days.

**EXHIBIT #4**

# LAFFEY MATRIX

[History](#)
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|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>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**

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Kyle R. Nordrehaug (State Bar #205975)

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Facsimile: (310) 943-0396

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

DEBORAH JONES and MICHAEL  
SALAZAR, individually, and on behalf of  
other members of the general public similarly  
situated, and as aggrieved employees pursuant  
to the Private Attorneys General Act  
("PAGA"),

Plaintiffs,

v.

CARDINAL HEALTH PHARMACY  
SERVICES, LLC, a Delaware limited liability  
company; CARDINAL HEALTH, INC., an  
Ohio corporation; and DOES 1 through 10,  
inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION**  
**PROCEEDING NO. 5320**

**Case No. 23CV419594**

**DECLARATION OF MICHAEL  
SALAZAR IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

Hearing Date: July 9, 2025

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept: 19

Action Filed: July 25, 2023

Trial Date: None Set

1 I, Michael Salazar, 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 Defendant Cardinal Health Pharmacy Services, LLC (“Cardinal”) in California  
8 from December of 2022 to August of 2023, and during that time period I was classified by Cardinal  
9 as a 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 was frequently  
18 forced to work off the clock, as I was instructed to clock in after being subjected to Cardinal’s  
19 control, and I was regularly contacted after my scheduled hours regarding work related issues.  
20 Additionally, I rarely received compliant meal and rest breaks which were often late, short or missed  
21 entirely, and was not always paid the break penalties I was entitled to. Further, I was not properly  
22 reimbursed for required business expenses, including the use of my personal cell phone.

23 6. I spoke to my attorneys several times and discussed how Cardinal implemented its company  
24 policies and procedures. I also assisted my attorneys in their investigation into my claims by  
25 providing them documents and answering their questions. I reviewed the complaint before it was  
26 filed and was given access to an electronic file sharing program that alerted me via email when  
27 important documents were filed so that I could review them and keep up with the developments in  
28 the case which I understood was one of my duties as a class representative. I could also access court

1 filings from this case on my attorney's law firm website. Also, I was informed that Cardinal had  
2 the right to take my deposition, and that the preparation and deposition itself could take multiple  
3 days. Although my deposition was not taken, I feel I would have been adequately prepared and  
4 comfortable to give testimony on my experiences.

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

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

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

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

26 11. A mediation took place on January 14, 2025, with Mark Feder, a well-respected and  
27 experienced mediator of wage and hour class actions. After the mediation the parties were able to  
28 come to an agreement to settle the action. I communicated with my attorneys regarding the terms

1 of the settlement which was reached between the parties and understood that I was representing  
2 absent class members and therefore wanted the best possible result to be obtained for the class  
3 members and I believe a very positive result was in fact achieved via settlement. I also closely  
4 reviewed and signed the Settlement Agreement.

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

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

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

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

28 ///

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

3 Executed on 06 / 09 / 2025, at Los Angeles, CA.  
4 (date) (city, state)

5 *Michael Anthony Salazar*

6 \_\_\_\_\_  
7 Michael Salazar  
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**EXHIBIT #6**

Raul Perez (SBN 174687)  
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 Orlando Villalba (SBN 232165)  
 Orlando.Villalba@capstonelawyers.com  
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF SANTA CLARA**

*Cardinal Health Pharmacy Wage and Hour  
 Cases*

Included Action:

DEBORAH JONES and MICHAEL  
 SALAZAR, individually, and on behalf of other  
 members of the general public similarly situated,  
 and as aggrieved employees pursuant to the  
 Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

CARDINAL HEALTH PHARMACY  
 SERVICES, LLC, a Delaware limited liability  
 company; CARDINAL HEALTH, INC., an  
 Ohio corporation; and DOES 1 through 10,  
 inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION 16  
 PROCEEDING NO. 5320**

CASE NO.: 23CV419594

**DECLARATION OF DEBORAH JONES IN  
 SUPPORT OF MOTION FOR FINAL  
 APPROVAL OF CLASS ACTION  
 SETTLEMENT**

Date: November 12, 2025  
 Time: 1:30 p.m.  
 Juge: Theodore C. Zayner  
 Place: Department 19

Complaint Filed: July 25, 2023  
 Trial Date: None Set

# DECLARATION OF DEBORAH JONES

I, Deborah Jones, hereby declare as follows:

1. I am over eighteen years old. Unless the context indicates otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I am a named plaintiff in the above-captioned action, and a representative for the proposed Settlement Class. I make this declaration in support of the Motion for Final Approval of Class Action Settlement.

2. I was employed by Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”) in California as an hourly paid, non-exempt Technician II (Retail Pharmacy) from approximately December 2022 to March 2023. My primary job duties included filling prescriptions, communicating with insurance companies, inputting data into the computer system, and answering phone calls from patients.

3. I decided to file my lawsuit because I had a number of grievances against Defendants stemming from their labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency (“LWDA”).

4. Prior to filing the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants.<sup>1</sup> During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

5. After retaining my attorneys, I spent considerable time on the phone discussing the facts of my case with my attorneys. I discussed the facts related to my employment with Defendants, including discussing my job duties and responsibilities, my job position, the hours and days I worked, and how I was compensated.

6. My attorneys provided me with a draft of the Complaint for my review and approval. I closely reviewed the Complaint to ensure accuracy and completeness. Following the filing of the

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<sup>1</sup> Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

1 Complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted  
2 my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in  
3 prosecuting the claims.

4 7. I have worked to the best of my ability to prosecute this action on behalf of the entire  
5 class, always considering the interests of the class members just as I would consider my own interests. I  
6 believe class actions are an important tool to assure compliance with the law even where an individual's  
7 losses may be relatively small. I have no interests which are inconsistent with the interests of the class.

8 8. When I agreed to represent other non-exempt employees performing duties for  
9 Defendants in the State of California, I understood it was my duty to be readily available and to  
10 participate actively in this case. I knew that I would be required to review documents, search for  
11 documents and produce them to my attorneys, answer written questions, potentially answer oral  
12 questions and testify truthfully under oath, and be available to appear in court, if necessary.

13 9. I understood that I needed to maintain awareness of the status and progress of the  
14 lawsuit.

15 10. Since initiating this lawsuit until now, I have kept aware of the status of the lawsuit and  
16 provided my attorneys with information used by them in the litigation. I have spent large amounts of  
17 time and effort pursuing my claims and the claims of the other employees from the time I retained my  
18 attorneys to the present date.

19 11. I have carefully reviewed the terms of the proposed settlement. My attorneys explained  
20 the specifics of how the settlement would work and I accepted the settlement only after I had spent time  
21 evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and  
22 recommendation, and my own review, I believe the settlement is fair and reasonable and adequately  
23 compensates Class Members.

24 12. In summary, over the course of this litigation I have spent a significant amount of time  
25 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement  
26 and related documents. I estimate that I have spent between 25 and 35 hours assisting my attorneys in the  
27 prosecution of this lawsuit.

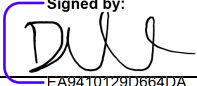
28 13. Throughout this case, I have not sought individual benefits from the lawsuit. Rather, I

1 maintained this lawsuit because I wanted to hold Defendants accountable for their unlawful conduct. I  
 2 believe that I have fulfilled my responsibilities, and I will continue to fulfill those responsibilities, to the  
 3 best of my ability, until the conclusion of the case.

4 14. I am committed to this case and will continue to make myself available as needed in the  
 5 settlement process.

6 15. I have provided informed written consent to the following division of court-awarded  
 7 attorneys' fees between Plaintiffs' Counsel: 50% to Capstone Law APC and 50% to Blumenthal  
 8 Nordrehaug Bhowmik De Blouw LLP.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
 10 true and correct. Executed on [Date] 10/6/2025, at [City] Angwin, California.

11 Signed by:  
  
 EA9410129D664DA...  
 12 Deborah Jones