

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Attorneys for Plaintiffs and the Aggrieved Employees

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

CHRISTINA AWAD and SCOTT FORD, on
behalf of the State of California, as a private
attorney general

Plaintiffs,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CIV2300419

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Hearing Date: February 5, 2025

Hearing Time: 1:30 p.m.

Dept: H

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS'**
2 **MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE**
3 **PRIVATE ATTORNEYS GENERAL ACT**

4 I, Kyle Nordrehaug, declare:

5 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw
6 LLP ("BNBD"), counsel for Plaintiffs Christina Awad and Scott Ford (collectively,
7 "Plaintiffs"). As such, I am fully familiar with the facts, pleadings and history of this matter.
8 The following facts are within my own personal knowledge, and if called as a witness, I could
9 testify competently to the matters stated herein.

10 2. This declaration is being submitted in support of the Plaintiffs' Motion for an
11 Order approving the concurrently Joint Stipulation of Settlement and Release ("Agreement"
12 or "Settlement Agreement") under the Private Attorneys General Act ("PAGA"), pursuant to
13 the procedures set forth in Labor Code section 2698, *et seq.*. The PAGA settlement reached
14 between Plaintiffs, on the one hand, and Defendants Magnit, LLC (f.k.a. PRO Unlimited, Inc.)
15 ("Defendant Magnit") and BioMarin Pharmaceutical Inc. ("Defendant BioMarin")
16 (collectively "Defendants"), on the other hand, is set forth in the Agreement submitted with
17 this motion.

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19 **The Settlement Is Fair, Reasonable and Adequate:**

20 3. On November 29, 2022, Plaintiff Awad filed a notice with the Labor &
21 Workforce Development Agency ("LWDA") alleging that Defendants violated Labor Code
22 sections 201-203, 204, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
23 1197.1, 1198, 2802, CCR Title 8, Sections 11040(5)(A)-(B) & 11070(14), and applicable
24 Wage Orders ("Awad PAGA Notice") and attached a copy of the complaint by Plaintiff as an
25 exhibit to the PAGA Notice. A true and correct copy of the Awad PAGA Notice is attached
26 hereto as Exhibit #1.

27 4. On February 15, 2023, Plaintiff Awad filed a Representative Action Complaint
28

1 in the matter entitled, *Christina Awad v. Magnit (f.k.a. PRO Unlimited, Inc.) and BioMarin*
2 *Pharmaceutical Inc.*, Superior Court of California, County of Marin, Case No. CIV2300419
3 (the “*Awad Action*”). Plaintiff Awad asserts a single cause of action for violation of Labor
4 Code section 2698, *et seq.* (“PAGA”) predicated on the Labor Code violations set forth in the
5 Awad PAGA Notice.

6 5. On September 24, 2024, the Parties participated in an all-day global mediation with
7 the Honorable Brian C. Walsh (Ret.). After extended negotiations conducted at arm’s length, and
8 upon presentation of a mediator’s proposal, the Parties reached the present settlement.

9 6. In this case, the Settlement reached in the total non-reversionary amount of Four
10 Hundred Thousand Dollars and Zero Cents (\$400,000.00) as the Gross Settlement Amount is
11 the product of substantial effort by the Parties and counsel should be approved as fair,
12 reasonable and adequate. The Settlement was the result of arms-length negotiations during
13 mediation and between experienced counsel. The Settlement was only reached after extensive
14 factual and legal investigation and research, careful evaluation of the respective parties’
15 strengths and weaknesses, and diligent negotiation efforts. The Settlement amount is a
16 negotiated compromise which took into account risks related to liability, penalties, and all the
17 defenses asserted by Defendants. Based on the data obtained and our own independent
18 investigation and evaluation, I am of the opinion that the settlement with the Defendants for
19 the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate
20 in light of all known facts and circumstances, including the risk of significant delay, the
21 defenses asserted by Defendants, and numerous potential appellate issues.

22
23
24 Lodestar of BNBD

25 7. In this case, the Settlement reached in the total non-reversionary Gross
26 Settlement Amount is the product of substantial effort by the Parties and counsel should be
27 approved as fair, reasonable and adequate. As part of the settlement, the parties agreed to an
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1 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount. In *Laffitte*
2 *v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016), The California Supreme Court both (1) joined
3 the majority of federal and state courts in holding that when class action litigation establishes
4 a monetary fund for the benefit of the class members, the trial court in its equitable powers
5 awards class counsel a fee out of that fund, and (2) expressly approved of one-third as a
6 reasonable percentage in a contingent common fund class settlement. As such, under *Laffitte*,
7 the requested award set forth in the Settlement Agreement is within this range of
8 reasonableness. The Parties have a fee sharing agreement to allocate attorneys' fees 60% to
9 BNBD and 40% to Diversity Law Group.

10 8. The contemporaneous billing records for BNBD evidence that through January
11 6, 2025, BNBD's current lodestar is \$154,628.75, with additional fees still to be incurred to
12 complete the approval and settlement process. From January 2023 to December 30, 2024, my
13 firm worked on this matter for over 224 hours, with hourly rates for attorneys ranging from
14 \$450 to \$995, resulting in a current lodestar for BNBD in the amount of \$154,628.75. A
15 detailed breakdown of the total fees and the services performed by the firm on this matter is
16 attached hereto as Exhibits #2 and 3. The billing statements are in two exhibits because the
17 billing for the arbitration of the individual PAGA was kept separate from the court matter on
18 the representative PAGA claim.

19 9. The rates charged by my firm are in line with the prevailing rates of attorneys
20 in the local legal community for similar work and, if this were a commercial matter, these are
21 the charges that would be made and presented to the client. My firm's hourly rates are based
22 upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California.
23 A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These
24 hourly rates have been approved by Court's throughout California, including the Courts in the
25 Superior Court of California. The reasonableness of BNBD's hourly rates is further confirmed
26 by comparing such rates with the rates of comparable counsel practicing complex and class
27 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings*,
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1 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
2 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average
3 associate billing rate” are reasonable rates when compared within 21 other firms practicing in
4 the Southern District of California.) This survey is useful to show that BNBD’s rates are in
5 line with the comparable rates of the defense counsel that opposes these types of class claims,
6 such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted
7 by BNBD. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel
8 in many cases prosecuted by BNBD, in years past charged rates as high as \$875 for partners
9 and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
10 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for
11 associates. Thus, the rates charged by BNBD for comparable work are less than these
12 examples and are therefore reasonable.

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14
15 Expenses of BNBD

16 10. BNBD incurred litigation expenses in the amount of \$22,445.35. These
17 litigation expenses incurred by BNBD include the expenses incurred for filing fees, attorney
18 service charges (One Legal, Knox), mediation expenses (Judge Walsh), deposition expense,
19 legal research charges (Lexis), and expert expenses (Creal, BM&A, and Berger Consulting),
20 all of which are costs normally billed to and paid by the client. The details of the litigation
21 expenses incurred are set forth in Exhibit #2 attached hereto.

22
23 Experience of BNBD

24 11. Over the course of the litigation, my firm has worked actively on this matter.
25 The firm credentials are reflected in the BNBD Resume, a true and correct copy of which is
26 attached hereto as Exhibit #5. Some of the major cases our firm has undertaken are also set
27 forth therein. BNBD has represented hundreds of thousands of employees in hundreds of legal
28 matters, including PAGA lawsuits and hundreds of employment class actions. BNBD’s

1 practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA
2 action matters. The attorneys at BNBD have been appointed lead counsel in hundreds of
3 contested motions for class certification including many consolidated wage and hour matters.
4 The attorneys at my firm have extensive experience in cases involving labor code violations
5 and overtime claims. It is this level of experience which enabled the firm to undertake the
6 instant matter and to successfully combat the resources of the Defendants and their capable
7 and experienced counsel. On account of the concerted and dedicated effort this case demanded
8 in order to properly handle and prosecute, BNBD was precluded from taking other cases, and
9 in fact, had to turn away other potential fee generating cases.

10 12. Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
11 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N.*
12 *Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw
13 LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer
14 Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights of the
15 State of California under the California Private Attorney General Act of 2004 ("PAGA").
16 BNBD took the lead on this case where the ruling was the reaffirmation of the PAGA statute
17 and the *Iskanian* rule. BNBD also has engaged in noted appellate work on the subject of wage
18 and hour actions in the California Court of Appeals resulting in the opinions handed down in
19 *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr.
20 3d 568 (2015) (class or representative action waiver in an employment-related arbitration
21 agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
22 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
23 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate
24 Reversal, and I received an award from the Daily Journal as Top Labor & Employment
25 Attorney in 2016.

27 13. Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
28 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De

1 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the
2 amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.
3 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,
4 U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of
5 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521);
6 (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley*,
7 *LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-00011240);
8 (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior
9 Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman
10 Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior
11 Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft
12 Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service International*,
13 *Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-566072);
14 (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
15 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in
16 the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San
17 Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v.*
18 *Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.
19 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA*,
20 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)
21 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court
22 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of
23 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,
24 Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
25 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and,
26 Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of*
27 *Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based
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1 upon our significant experience litigating claims for PAGA penalties, the opinion of
2 experience counsel is that this is an excellent settlement and the PAGA Payment here is greater
3 on a per pay period basis than similar settlements that my firm has previously negotiated, and
4 which courts have approved.

5
6 I declare under the penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed this 6th day of January, 2025, at South Lake Tahoe, California.

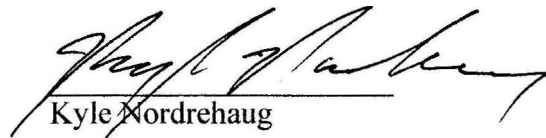
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11 Kyle Nordrehaug
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EXHIBIT #1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

November 29, 2022
CA2732

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Pro Unlimited, Inc.
Certified Mail #70222410000247761472
C T CORPORATION SYSTEM
28 LIBERTY STREET
NEW YORK, NY 10005

Pro Unlimited, Inc.
Certified Mail #70222410000147761489
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA91203

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. in California, including any employees staffed with Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. by a third party, and classified as non-exempt employees during the time period of November 29, 2021 until a date as determined by the Court. Our offices represent Plaintiff Christina Awad (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from November of 2021 to November 11, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent

working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 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 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

November 29, 2022
CA2732

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Biomarin Pharmaceutical Inc.
Certified Mail #70222410000247761496
CSC - LAWYERS INCORPORATING
SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO, CA 95833

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

Dear Sir/Madam:

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Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 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 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 01/06/2025
Due On: 02/05/2025

Christina Awad
2612 Tuolumne Street
Vallejo, CA 94589

CA2732

Pro Unlimited, Inc.; Biomarin Pharmaceutical Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	02/02/2023	Review/analyze file and claims compared to Defendant's preemptive demand for arbitration; advise PM re appropriate responses	0.50	\$550.00	\$275.00
Service	02/13/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	02/13/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
Service	02/14/2023	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
Service	02/14/2023	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
Service	02/14/2023	Review & finalize PAGA only complaint package; file in Marin Sup. Ct.	0.75	\$675.00	\$506.25
Service	02/14/2023	Strategize re filing of PAGA action; review claims and factual issues.	1.00	\$750.00	\$750.00
Service	02/16/2023	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial CMC	0.50	\$675.00	\$337.50
Service	02/16/2023	Provide notice to LWDA of PAGA complaint filing; upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	03/01/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	03/14/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00

Service	04/03/2023	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re paga action	0.75	\$675.00	\$506.25
Service	04/05/2023	File POS of summons re 2 defendants; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	04/14/2023	Draft: draft written discovery; review and revise discovery; review complaint and documents; advise GG and PM	3.40	\$750.00	\$2,550.00
Service	04/18/2023	Review Def. correspondence regarding MTC Arbitration; strategize re Def. motion and strategize re motion for preliminary injunction.	1.00	\$750.00	\$750.00
Service	05/03/2023	conference of counsel re: arbitration agreement and def's motion to compel arbitration; legal research re Viking River, waiver, and representative actions in arbitrations; advise PM	2.20	\$750.00	\$1,650.00
Service	06/12/2023	Review Def. MTC Arb; Review Def. arb provision; draft opposition to Def. MTC Arb.	6.00	\$750.00	\$4,500.00
Service	06/14/2023	Review and revise Opp to MTC Arb; Draft supporting documents and finalize	3.00	\$750.00	\$2,250.00
Service	06/20/2023	Draft: draft CMC statement; review court's orders and docket; review correspondence between parties; advise PM and GG	1.80	\$750.00	\$1,350.00
Service	06/27/2023	Review and analyze Court tentative ruling re Def. Motion to Compel Arbitration.	0.75	\$750.00	\$562.50
Service	06/29/2023	Review status of PAGA action; review Def. proposed order; advise VR re the same.	0.50	\$750.00	\$375.00
Service	10/06/2023	Reviewed correspondence case docket and related cases. Discuss with Counsel, AJB and NJD. Drafted JPA and sent to Counsel.	1.70	\$675.00	\$1,147.50
Service	10/17/2023	Receipt and Review of Correspondence: review correspondence between parties; review docket and court's orders; review CMC Statement; advise PM	0.70	\$750.00	\$525.00
Service	11/21/2023	Review and Analyze: review notice of related case; review case file and complaint; advise PM	0.40	\$750.00	\$300.00
Service	02/28/2024	Correspondence with Opposing Counsel: telephone conference with defendants; review discovery; advise PM and AJB; follow up	2.00	\$750.00	\$1,500.00
Service	05/03/2024	Receipt and Review of Correspondence: review correspondence from mediator; review JPA; correspondence to mediator	0.40	\$750.00	\$300.00
Service	06/12/2024	Review and evaluate posture of case and claims, review JPA and determine all parties and claims involved	1.00	\$550.00	\$550.00

Service	06/12/2024	Evaluate documents received to date and determine docs needed	1.00	\$550.00	\$550.00
Service	06/13/2024	Continue analysis of case and claims, review wage statements	0.50	\$550.00	\$275.00
Service	06/13/2024	Draft mediation data and document request, revise and sent to AJB and then sent to co-counsel	0.75	\$550.00	\$412.50
Service	06/17/2024	Evaluate revisions to mediation data and document demand, review status of related case, finalize demand and sent to OPC	0.75	\$550.00	\$412.50
Service	07/24/2024	Receive and review mediation data; draft multiple follow up correspondence.	1.00	\$550.00	\$550.00
Service	07/29/2024	Review email from AJ re co-counsel, review JPA, update POS, forward email to experts to co-counsel.	0.20	\$250.00	\$50.00
Service	07/29/2024	Receive and review mediation data for Biomarin; draft summary correspondence; update file.	0.80	\$550.00	\$440.00
Service	08/07/2024	Review document production from Defendants; update exhibit book and mediation file.	1.20	\$550.00	\$660.00
Service	08/27/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	09/03/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	09/11/2024	Draft mediation brief template. Analyze case and claims in preparation for drafting mediation brief	1.00	\$550.00	\$550.00
Service	09/11/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	09/14/2024	Prepare for T/c with Plaintiff	1.00	\$550.00	\$550.00
Service	09/14/2024	Conduct T/c with Plaintiff	1.00	\$550.00	\$550.00
Service	09/14/2024	Annotate from call, draft mediation brief facts	1.50	\$550.00	\$825.00
Service	09/14/2024	Evaluate documents received to date, draft correspondence to OPC re mediation data required	1.00	\$550.00	\$550.00
Service	09/15/2024	Evaluate facts for mediation and facts needed, review notes in pre for advising paralegal	1.00	\$550.00	\$550.00
Service	09/16/2024	Evaluate Defendant Magnit's handbooks, create exhibits, continue to review for rest break issues	1.50	\$550.00	\$825.00
Service	09/16/2024	Evaluate Defendant Biomarin's handbooks, create exhibits, research for rest break issues	1.50	\$550.00	\$825.00
Service	09/16/2024	Evaluate status of mediation charts, review policies re cell phone applications used by AEs	1.00	\$550.00	\$550.00

Service	09/16/2024	T/c with Co counsel, review notes from co counsel, review wage statements	0.50	\$550.00	\$275.00
Service	09/17/2024	Organize, bates, save, clients documents for mediation.	1.40	\$250.00	\$350.00
Service	09/17/2024	Continue to evaluate Defendant Magnt's policy documents re meal and rest breaks, annotate in brief	1.00	\$550.00	\$550.00
Service	09/17/2024	Continue to evaluate Defendant Biomarin's policy documents re meal and rest breaks, annotate in brief	1.00	\$550.00	\$550.00
Service	09/17/2024	Correspond with expert re claims and data	0.50	\$550.00	\$275.00
Service	09/20/2024	Analyze doc re settlement issues.	2.25	\$995.00	\$2,238.75
Service	09/24/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	09/25/2024	Review docs, analyze approval issues for MOU.	3.00	\$995.00	\$2,985.00
Service	10/11/2024	Research status of Joint Statement and deadlines related to same, advise OPC and review statement from OPC. Research case posture and advise PM	1.00	\$550.00	\$550.00
Service	10/14/2024	Advise CJ re joint CMC report; review status of MOU; review draft CMC report.	0.50	\$750.00	\$375.00
Service	10/14/2024	Continue evaluation of timing and deadlines, draft revisions to Joint Report, sent for filing	1.00	\$550.00	\$550.00
Service	10/22/2024	Review and outline discovery; multiple correspondence regarding status of discovery; draft correspondence with opposing counsel regarding motion to compel deadline.	0.50	\$550.00	\$275.00
Service	10/22/2024	Multiple follow up correspondence with opposing counsel regarding motion to compel.	0.30	\$550.00	\$165.00
Service	10/25/2024	ROA check re upcoming CMC, and add remote appearance to email/circulate.	0.10	\$250.00	\$25.00
Service	10/28/2024	Receive and review MOU; draft follow up correspondence regarding approval motion.	0.50	\$550.00	\$275.00
Service	10/29/2024	Telephonic conference with CJ re CMC; review email correspondence from defense; strategize regarding long form agreement.	1.00	\$750.00	\$750.00
Service	11/11/2024	Review MOU and review and revise draft PAGA agreement.	1.50	\$750.00	\$1,125.00
Service	11/18/2024	Review file for status of MOU; review and outline MOU; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	12/06/2024	Review and analyze Def. revisions to settlement agreement.	1.50	\$750.00	\$1,125.00
Service	12/09/2024	Review Def. revisions to individual agreement and	1.00	\$750.00	\$750.00

analyze; advise ND re the same.

Service	12/11/2024	Review individual settlement agreement draft.	0.50	\$750.00	\$375.00
Service	12/11/2024	Review JPA and MOU; multiple correspondence with PM regarding PAGA approval motion and timeline.	0.60	\$550.00	\$330.00
Service	12/19/2024	Drafted updated POS, finalized, filed, served joint stipulation to file FAC in PAGA action.	0.80	\$250.00	\$200.00
Service	12/26/2024	Review final signed agreement; execute document; advise PM	0.40	\$950.00	\$380.00
Service	12/30/2024	Analyze case adn claims, review complaint and mediation brief	1.00	\$550.00	\$550.00
Service	12/30/2024	Draft declaration, review MOU and Settlement Agreement	1.50	\$550.00	\$825.00
Service	12/30/2024	Finalize and sent declaration to Plaintiff	0.50	\$550.00	\$275.00
Service	01/02/2025	Review and revise draft attorney declaration re motion for PAGA approval.	0.50	\$750.00	\$375.00
Service	01/03/2025	Reviewed email re status of stipulation to file FAC, reviewed ROA, emailed clerk, called clerk, updated PM.	0.30	\$250.00	\$75.00
Service	01/06/2025	Reviewed ROA re conformed FAC, downloaded, circulated, and uploaded to the LWDA portal.	0.30	\$250.00	\$75.00
Service	01/06/2025	Review draft motion and emails; draft declaration ISO motion; email co-counsel memo to staff	2.50	\$950.00	\$2,375.00
Services Subtotal					\$64,801.25

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/29/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	01/20/2023	Onelegal/court fees	1.00	\$18.62	\$18.62
Expense	02/16/2023	Onelegal/Court Fees	1.00	\$540.49	\$540.49
Expense	03/01/2023	Lexis Nexis.	1.00	\$1,845.00	\$1,845.00
Expense	04/07/2023	Onelegal/Court Filing Fee	1.00	\$113.76	\$113.76
Expense	04/20/2023	Onelegal/Court Fees	1.00	\$113.50	\$113.50
Expense	04/30/2023	Knox Filing and Messenger Service.	1.00	\$147.25	\$147.25
Expense	04/30/2023	Knox Filing and Messenger Service.	1.00	\$54.75	\$54.75

Expense	04/30/2023	Knox Filing and Messenger Service	1.00	\$147.65	\$147.65
Expense	05/01/2023	Lexis Nexis.	1.00	\$2,114.00	\$2,114.00
Expense	05/06/2023	Onelegal/court fees	1.00	\$72.07	\$72.07
Expense	07/03/2023	Lexis Nexis	1.00	\$123.00	\$123.00
Expense	12/03/2023	LexisNexis	1.00	\$120.00	\$120.00
Expense	01/31/2024	Expert Fees - DM&A.	1.00	\$143.75	\$143.75
Expense	02/29/2024	DM&A Expert Fees.	1.00	\$2,150.00	\$2,150.00
Expense	04/30/2024	Court Reporting - Transcript of Plaintiff Awad	1.00	\$2,610.14	\$2,610.14
Expense	04/30/2024	Expert Fees - DM&A.	1.00	\$1,687.50	\$1,687.50
Expense	07/03/2024	Expert Fees - DM&A	1.00	\$612.50	\$612.50
Expense	07/16/2024	Mediation Fees - Judge Walsh/JAMS	1.00	\$3,500.00	\$3,500.00
Expense	10/09/2024	Berger Consulting Group Fee.	1.00	\$5,535.00	\$5,535.00
Expense	10/21/2024	Mediation Fees - JAMS. Judge Walsh.	1.00	\$700.00	\$700.00
Expense	11/08/2024	One Legal Filing Fee	1.00	\$21.37	\$21.37
Expenses Subtotal					\$22,445.35

Time Keeper	Quantity	Rate	Total
Norm Blumenthal	5.25	\$995.00	\$5,223.75
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Ricardo Ehmann	10.9	\$675.00	\$7,357.50
Jeffrey Herman	0.5	\$550.00	\$275.00
Charlotte James	22.5	\$550.00	\$12,375.00
Piya Mukherjee	18.75	\$750.00	\$14,062.50
Kyle Nordrehaug	2.9	\$950.00	\$2,755.00
Sergio Puche	1.7	\$675.00	\$1,147.50
Victoria Rivapalacio	10.9	\$750.00	\$8,175.00
Andrew Ronan	5.5	\$550.00	\$3,025.00
Gerardo Galaviz	3.1	\$250.00	\$775.00
Subtotal			\$87,246.60
Total			\$87,246.60

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/05/2025	\$87,246.60	\$0.00	\$87,246.60
Outstanding Balance				\$87,246.60
Total Amount Outstanding				\$87,246.60

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 01/06/2025
Due On: 02/05/2025

Christina Awad
2612 Tuolumne Street
Vallejo, CA 94589

CA2732.002

Biomarin - Christina Awad/Arbitration

Type	Date	Notes	Quantity	Rate	Total
Service	01/26/2023	Review Respondent's filings and strategize re the same; advise team.	1.50	\$750.00	\$1,125.00
Service	02/07/2023	Review and analyze Def. Demand for Arbitration; strategize re response; review and analyze Def. arb agreement; draft response to arb demand.	2.00	\$750.00	\$1,500.00
Service	02/08/2023	Draft, review, revise response to Def. Demand for Arbitration.	1.50	\$750.00	\$1,125.00
Service	02/13/2023	Correspond with arbitrator's office and defense counsel regarding party and case management.	2.00	\$750.00	\$1,500.00
Service	02/16/2023	Draft: draft strike list; research arbitrators	2.00	\$750.00	\$1,500.00
Service	03/03/2023	Review and Analyze: review arbitrator and conflicts; review arbitrator's orders; review correspondence between the parties	0.50	\$750.00	\$375.00
Service	03/24/2023	Review draft scheduling report; advise VR re the same.	0.50	\$750.00	\$375.00
Service	03/27/2023	Review Def. arb demand; strategize re scheduling in arb matter; advise VR re the same; review and analyze Def. arbitration agreement.	1.00	\$750.00	\$750.00
Service	03/31/2023	appearance at arbitration hearing; prep; follow up	3.40	\$750.00	\$2,550.00
Service	04/06/2023	Review and Analyze: review and analyze complaint, documents, and case notes; review arbitration agreement; review correspondence from arbitrator and from respondent; advise PM	3.20	\$750.00	\$2,400.00

Service	05/02/2023	Review legal and factual claims; review Def. arbitration provision; strategize re arbitration filing by Def.	2.50	\$750.00	\$1,875.00
Service	05/24/2023	appear at arbitration conference; prepare for conference; review state court action; advise PM	1.30	\$750.00	\$975.00
Service	06/26/2023	Review status of arb and arbitration dates; strategize re discovery.	1.00	\$750.00	\$750.00
Service	07/11/2023	Review and Analyze: review complaint and documents; review order re arbitration; advise PM and GG	0.30	\$750.00	\$225.00
Service	07/19/2023	Review and Revise: review discovery requests; review complaint; advise PM and GG	1.10	\$750.00	\$825.00
Service	07/27/2023	Draft: draft written discovery; review documents and complaint; advise PM	4.20	\$750.00	\$3,150.00
Service	08/22/2023	Review and Revise: review and revise joint scheduling order; review prior scheduling order; review court's order; review correspondence between parties; advise PM	2.80	\$750.00	\$2,100.00
Service	08/24/2023	appearance at arbitration conference call; prepare; follow up	2.50	\$750.00	\$1,875.00
Service	08/25/2023	Review and Analyze: review order from arbitrator; review discovery; review documents; advise PM	1.10	\$750.00	\$825.00
Service	08/25/2023	Review upcoming dates and strategize re discovery and arb trial.	1.50	\$750.00	\$1,125.00
Service	09/12/2023	Review and analyze Def. document production.	2.00	\$750.00	\$1,500.00
Service	09/13/2023	Review and Revise: review and revise proposed order; correspondence to Respondent	0.60	\$750.00	\$450.00
Service	09/13/2023	Review and Analyze: review scheduling order; review correspondence between parties; review and revise proposed scheduling order	1.00	\$750.00	\$750.00
Service	09/19/2023	Draft discovery shells, email to VR.	1.20	\$250.00	\$300.00
Service	09/27/2023	Draft: draft initial disclosure exchange; review documents; correspondence to claimant; advise GG and PM	2.00	\$750.00	\$1,500.00
Service	10/20/2023	Correspondence with Opposing Counsel: review and analyze document production and written responses to discovery; correspondence to Resp; receipt and review of correspondence from Resp re Claimant's responses	1.50	\$750.00	\$1,125.00
Service	10/26/2023	telephone conference of counsel re discovery; prep; follow up; correspondence to Def; advise PM	1.50	\$750.00	\$1,125.00

Service	10/27/2023	Receipt and Review of Correspondence: review correspondence from respondents; review discovery; advise PM	1.20	\$750.00	\$900.00
Service	11/17/2023	Review and Analyze: review and analyze documents; review AAA discovery protocol and requirements; review correspondence between parties; correspondence to claimant	2.50	\$750.00	\$1,875.00
Service	11/20/2023	telephone conference with claimant; review documents; review correspondence from respondent; advise PM	3.20	\$750.00	\$2,400.00
Service	11/22/2023	Review and Analyze: review and analyze document production; draft supp initial disclosures; advise PM; correspondence to client	1.50	\$750.00	\$1,125.00
Service	12/01/2023	Review and Revise: review and revise supplemental disclosures; review documents; correspondence to resp	1.50	\$750.00	\$1,125.00
Service	12/28/2023	telephone conference with respondent; review discovery and documents; review correspondence from respondent; advise PM	1.50	\$750.00	\$1,125.00
Service	01/03/2024	Review and Analyze: review and analyze plaintiff's docs; correspondence to plaintiff	1.50	\$750.00	\$1,125.00
Service	01/08/2024	Receipt and Review of Correspondence: review correspondence from opposing counsel; review discovery	0.50	\$750.00	\$375.00
Service	01/12/2024	Review and Analyze: review and analyze respondent's responses to discovery; review documents; correspondence to respondent	1.70	\$750.00	\$1,275.00
Service	01/12/2024	Draft: draft second supplemental responses to initial disclosures; review documents from claimant; correspondence to claimant; advise PM	2.50	\$750.00	\$1,875.00
Service	01/16/2024	Draft: draft second supplemental initial disclosures; review documents; review correspondence between parties; advise PM	2.50	\$750.00	\$1,875.00
Service	01/18/2024	Review and Analyze: review and analyze documents and data; calculate damages; advise PM	1.70	\$750.00	\$1,275.00
Service	01/19/2024	Draft: draft second supplemental initial disclosures; review documents; review production; calculate penalties; advise PM	1.80	\$750.00	\$1,350.00
Service	01/19/2024	Draft: draft deposition notice; correspondence to Def	0.80	\$750.00	\$600.00
Service	01/19/2024	Advise VR re supplemental disclosures; review and analyze client documents.	2.00	\$750.00	\$1,500.00
Service	01/22/2024	Finalize NOD, and serve via email.	0.20	\$250.00	\$50.00

Service	01/30/2024	Receipt and Review of Correspondence: review correspondence from Def re discovery; review documents and discovery responses; advise PM	0.50	\$750.00	\$375.00
Service	02/05/2024	telephone conference of counsel re discovery; review correspondence between parties; review discovery responses and documents; advise PM	1.50	\$750.00	\$1,125.00
Service	02/05/2024	Review legal and factual claims regarding wrongful termination claim; advise VR re the same; analyze and strategize re discovery.	1.50	\$750.00	\$1,125.00
Service	02/06/2024	Receipt and Review of Correspondence: review correspondence between the parties and arbitrator; review discovery; advise PM; review documents and confer with expert; draft correspondence re discovery to OC	1.10	\$750.00	\$825.00
Service	02/08/2024	Draft: draft discovery dispute response statement; review discovery responses; review correspondence between parties	1.00	\$750.00	\$750.00
Service	02/09/2024	telephone conference with counsel re subpoenas, mediation, and discovery; review arbitrator's orders; advise PM	1.50	\$750.00	\$1,125.00
Service	02/10/2024	Review and Revise: review and revise letter brief re discovery dispute; review correspondence from claimant; correspondence to respondent and arbitrator	1.50	\$750.00	\$1,125.00
Service	02/12/2024	Draft: draft supplemental initial disclosures; review documents; review correspondence between parties; advise PM	1.40	\$750.00	\$1,050.00
Service	02/12/2024	Review Def discovery dispute statement; advise VR re discovery conference; review plaintiff discovery dispute statement.	1.50	\$750.00	\$1,125.00
Service	02/13/2024	appearance at telephonic IDC; prep; follow up	1.50	\$750.00	\$1,125.00
Service	02/20/2024	telephone conference with respondents re mediation; review discovery and discovery needs for mediation; advise PM	1.50	\$750.00	\$1,125.00
Service	02/22/2024	Serve 4th supplemental initial disclosures.	0.30	\$250.00	\$75.00
Service	02/22/2024	Draft: draft initial disclosures; review arbitrator's orders; review documents	1.10	\$750.00	\$825.00
Service	02/28/2024	Review correspondences re mediation; advise VR re the same; review legal and factual claims.	1.50	\$750.00	\$1,125.00
Service	03/04/2024	Correspondence with Opposing Counsel: correspondence to Def/Resp re stipulation and agreements; review discovery	0.80	\$750.00	\$600.00
Service	03/13/2024	Review and Revise: review and revise stipulation re	0.70	\$750.00	\$525.00

		mediation and discovery; advise PM and plaintiff			
Service	03/22/2024	Strategize re Plaintiff's deposition; advise team re the same.	0.50	\$750.00	\$375.00
Service	04/12/2024	Review and Analyze: review documents and discovery; review expert analysis; prep plaintiff for deposition; advise PM	2.10	\$750.00	\$1,575.00
Service	04/16/2024	Review and Analyze: review and analyze documents; correspondence to PI/respondent	0.50	\$750.00	\$375.00
Service	04/17/2024	defend deposition of claimant/respondent; prepare claimant; review documents; follow up	11.00	\$750.00	\$8,250.00
Service	06/18/2024	Review and Analyze: review and analyze documents and discovery; review expert analysis; advise PM	0.80	\$750.00	\$600.00
Service	06/30/2024	Review client documents; draft responses to Def. discovery requests.	1.50	\$750.00	\$1,125.00
Service	07/01/2024	Finalize responses to discovery; review client documents.	0.75	\$750.00	\$562.50
Service	07/16/2024	Correspondence with Opposing Counsel: review correspondence between parties; review motion to compel deadline and discovery; correspondence to Def	0.50	\$750.00	\$375.00
Service	07/24/2024	Review and Analyze: review correspondence between the parties; review status of discovery; advise PM and AR	0.40	\$750.00	\$300.00
Service	07/25/2024	Download Def's documents, save to file, upload to box and share with experts	0.40	\$250.00	\$100.00
Service	07/25/2024	Review and outline documents for respondent Magnit; update file in advance of mediation; draft correspondence with expert; correspondence with GG regarding data transfer.	1.60	\$550.00	\$880.00
Service	07/29/2024	Review email re mediation documents. Organize and send to expert.	0.40	\$250.00	\$100.00
Service	09/16/2024	Review/prepare documents for mediation brief.	0.60	\$250.00	\$150.00
Service	09/24/2024	Prep and appear for mediation.	6.00	\$895.00	\$5,370.00
Service	09/27/2024	Draft/circulate MOU to cocounsel.	2.00	\$895.00	\$1,790.00
Service	12/09/2024	Checked Arb. portal, reviewed file and status of arbitration, to determine status of discovery and updated charts with hearings dates.	0.20	\$250.00	\$50.00
Service	01/03/2025	Checked ROA, called clerk re stipulation to file FAC, emailed clerk, received call back, finalized, filed, and served FAC.	1.20	\$250.00	\$300.00

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	8.0	\$895.00	\$7,160.00
Piya Mukherjee	24.75	\$750.00	\$18,562.50
Victoria Rivapalacio	82.8	\$750.00	\$62,100.00
Andrew Ronan	1.6	\$550.00	\$880.00
Gerardo Galaviz	4.5	\$250.00	\$1,125.00
		Subtotal	\$89,827.50
		Total	\$89,827.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	02/05/2025	\$89,827.50	\$0.00	\$89,827.50
			Outstanding Balance	\$89,827.50
			Total Amount Outstanding	\$89,827.50

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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
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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

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FIRM RESUME

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ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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Admitted: 1999, California

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

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

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

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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; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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