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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROGESTER HARRISON and
GABRIELLE B. YARBROUGH,
individuals, on behalf of themselves and
on State of California, as a private attorney
general,

Plaintiffs,

v.

SNAPMEDTECH, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **37-2023-0005835-CU-OE-CTL**

**DECLARATION OF SERGIO J. PUCHE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: June 12, 2026

Hearing Time: 9:00am

Judge: Hon. Michael D. Washington

Dept.: C-73

Action Filed: December 11, 2023

Trial Date: Not Set

1 I, Sergio J. Puche, declare as follows:

2 1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiffs Rogester Harrison and Gabrielle B. Yarbrough (“Plaintiffs”). As
4 such, I am fully familiar with the facts, pleadings and history of this matter. I am submitting this
5 declaration in support of the Plaintiffs’ Motion to Approve PAGA Settlement in this matter. The
6 following facts are within my own personal knowledge, and if called as a witness, I could and would
7 testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Snapmedtech, Inc., (“Defendant”) is attached as Exhibit #1. On June 11, 2025 the
10 Parties engaged in a mediation session before mediator Debra Melinkoff, Esq. Through arms-length
11 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA
12 claims in this Action which led to the signing of a Memorandum of Understanding.

13 3. The Litigation –

14 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
15 Workforce Development Agency (“LWDA”) on October 24, 2023, on behalf of Plaintiffs Rogester
16 Harrison, and on April 26, 2024 on behalf of Plaintiffs Gabrielle Yarbrough, requesting authorization
17 from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004
18 (“PAGA”) for the wage and hour violations alleged in the PAGA Notice. A true and correct copy of
19 this PAGA Notices are attached hereto as Exhibit #5. The 65-day notice period for the LWDA to
20 notify of its intent to investigate has expired for the Plaintiff Harrison on December 28, 2023 and for
21 Plaintiff Yarbrough on June 30, 2024. On December 11, 2023, Plaintiff Rogester Harrison (“Plaintiff
22 Harrison”) commenced the Harrison Action by filing a Complaint alleging causes of action against
23 Defendant for wage and hour violations. The Complaint is the operative complaint in the Harrison
24 Action (the “Harrison Complaint.”). On October 18, 2024, Plaintiff Harrison filed a Demand for
25 Arbitration with the American Arbitration Association, for the individual wage and hour and wrongful
26 termination claims pled in Plaintiff Harrison’s San Diego Superior Court Complaint (the “Harrison
27 Arbitration Demand”).
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1 On December 11, 2023, Plaintiff Gabrielle Yarbrough (“Plaintiff Yarbrough”) commenced the
2 Yarbrough Action by filing a Complaint alleging causes of action against Defendant for wage and
3 hour violations. On July 24, 2024, Plaintiff Yarbrough filed a First Amended Complaint adding a
4 cause of action against Defendant for PAGA violations. (Puche Decl. at ¶ 3(a).)

5 On January 16, 2026 Plaintiff Rogester Harrison filed a First Amended Complaint
6 consolidating the Yarbrough and Harrison PAGA Actions.

7 Plaintiffs and Defendant agreed to private mediation with Debra Melinkoff, Esq. Prior to the
8 mediation, the Parties conducted significant investigation and discovery of the facts and law.
9 Defendant produced documents relating to its policies, practices, and procedures regarding paying
10 non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and
11 operations policies, and more. Plaintiffs were provided with sufficient records and data to determine
12 the number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties
13 agree that the above-described investigation and evaluation, as well as the information exchanged
14 during the settlement negotiations, are more than sufficient to assess the merits of the Parties’ positions
15 and to compromise the issues on a fair and equitable basis.

16 (b) Plaintiffs’ theory of PAGA liability as argued at mediation alleged that
17 Defendant failed to pay Plaintiffs and other aggrieved employees at least the legal minimum wage,
18 straight time wage, sick pay, and overtime wage at the correct rate of pay (in violation of Labor Code
19 sections 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Defendant's policy and
20 practice of requiring Plaintiffs and aggrieved employees to work off-the-clock, failing to pay for
21 training time such as the self-study training, failing to pay wages using the appropriate regular rate of
22 pay (e.g., excluding per diem pay, guaranteed overtime differentials, or other incentive pay) or the
23 required minimum wage, failing to provide sick pay, paying for scheduled time rather than actual time
24 worked, failing to pay overtime correctly on overnight shifts, and/or failing to pay for all recorded
25 time, among other reasons.

26 Plaintiffs and the other aggrieved employees recorded weekly time sheets on paper. Plaintiffs
27 alleged that Defendant instituted a rounding policy by which all hours worked and recorded were
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1 rounded to the nearest quarter of an hour as identified by the time sheets. Further, Plaintiffs argued
2 that Defendant failed to pay Plaintiffs' and other aggrieved employees all minimum, regular, and
3 overtime wages for these hours. Plaintiffs' Expert Analysis uncovered that Defendant's net under
4 underpayment of employees due to their rounding policy, occurred in 25% of pay periods

5 At Mediation, Plaintiffs argued that Defendant is liable for a myriad of PAGA Penalties,
6 including PAGA waiting time penalties for 179 former employees in the PAGA Period; PAGA
7 penalties for Unpaid Wages, Wage Statement Violations for 392 employees, and Waiting Time
8 Penalties for a total of 493 former employees; PAGA Penalties for Failure to Reimburse for 392; and
9 PAGA penalties for failure to pay Meal Premiums to 392 employees.

10 (c) On June 11, 2025, the Parties engaged in a mediation session before Mediator Debra
11 Mellinkoff, Esq., a respected and experienced mediator knowledgeable of both the wage and hour
12 laws and representative claims at issue in this action. Through arms-length negotiations with the
13 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
14 which led to the signing of a Memorandum of Understanding memorializing the settlement. The
15 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
16 with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the
17 difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential
18 defenses, and the significant delay and potential appellate issues inherent to litigation – and was
19 reached after extensive arm's length negotiations, with the assistance of Mediator Melnikoff.

20 (d) In addition to the Gross PAGA Settlement Amount, Defendant agreed to pay an
21 Individual Settlement Amount to Plaintiffs in exchange for a settlement of Plaintiffs' individual claims
22 arising out of their employment and a release of all known and unknown claims against Defendant
23 and the Released Parties under Civil Code § 1542. (Agreement at ¶ 5.1). Defendant has agreed to
24 separately pay Plaintiffs an Individual Settlement to resolve all of their individual claims. (*Id.*). The
25 individual claims are not at issue in this action and exist independent and apart from the PAGA claims
26 at issue before the Court. See *Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement
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1 of individual claims does not strip an Aggrieved Employee of standing, as the state’s authorized
2 representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

3 4. The claim before this Court on this motion is solely the representative claim under
4 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
5 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement
6 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
7 payment in the amount of \$170,000.00 to resolve the Released PAGA Claims (hereinafter referred to
8 as the “PAGA Settlement”). From this PAGA Gross PAGA Settlement Amount of \$170,000.00, there
9 is a deduction of attorneys’ fees (“PAGA Counsel Fees Payment”) up to \$56,666.67 (which is one-
10 third of the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
11 Payment”) in an amount not to exceed \$34,000, Service Award Payments for each of the named
12 Plaintiffs in the amount of \$12,500 (for a total of \$25,000 in Service Award Payments) and Settlement
13 Administration Costs (“Administration Expenses Payment”) not to exceed \$5,060. (Agreement at ¶¶
14 3.2.1-3.2.3). After these deductions, the amount remaining is the “PAGA Payment”, which is
15 estimated to be no less than \$61,773.33. (Agreement at ¶¶ 3.2.4). Of the PAGA Payment amount,
16 seventy-five percent (75%) (no less than \$46,330.00) will be paid to the LWDA and the remaining
17 twenty-five percent (25%) (no less than \$15,443.33) will be paid to the Aggrieved Employees
18 (Agreement at ¶ 3.2.3). This 75/25 allocation is required by Labor Code §2699 as explained by ZB,
19 N.A. v. Superior Court, 8 Cal.5th 175 (2019), and the prior 75/25 split still applies because this Action
20 was filed before June 2024. See Cal. Lab Code § 2699 (v) (2024). The Individual PAGA Payment for
21 each Aggrieved Employee shall be based on the number of pay periods each Aggrieved Employee
22 worked during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods
23 worked by all Aggrieved Employees during the PAGA Period. The PAGA Period is the time period
24 from July 15, 2023 through June 25, 2025. (Agreement at ¶ 1.23). For mediation, Defendant
25 represented that there are approximately 229 Aggrieved Employees who worked approximately 7,617
26 pay periods during the PAGA Period from July 15, 2023 through June 25, 2025. (Agreement at ¶ 4.1).

1 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
2 pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee,
3 as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
4 The PAGA Period is the time period from October 24, 2022 to July 1, 2025. (Agreement at ¶ 1.23).

5 For Settlement, Defendant represented that there are approximately 392 Aggrieved Employees
6 who worked a total of 3,500 PAGA Pay Periods. (Agreement at ¶ 4.1).

7 Upon entry of final judgment, the Released Parties shall be entitled to a release from the
8 Aggrieved Employees for any “Released PAGA Claims”, which means any and all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
10 operative Complaint, and the PAGA Notices submitted by Plaintiffs to the L WDA, which occurred
11 during the PAGA Period, and expressly excluding all other claims, including Plaintiffs' individual
12 claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation
13 of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
14 compensation, and California class claims, and PAGA claims outside of the PAGA period (collectively
15 the “Released PAGA Claims”). (Agreement at ¶¶ 1.30, 5.2). The “Released Parties” Defendant and
16 each of its former and present directors, officers, shareholders, owners, attorneys, insurers,
17 predecessors, successors, assigns. (Agreement at ¶ 1.30). The Released PAGA Claims expressly
18 excludes all other non-PAGA claims, including claims for vested benefits, wrongful termination,
19 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
20 security, workers' compensation, California class claims, and PAGA claims outside of the PAGA
21 period. (Agreement at ¶ 5.2) Plaintiffs and his or her respective former and present spouses,
22 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
23 assigns generally, release and discharge Released Parties from all claims for PAGA penalties that were
24 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint,
25 and the PAGA Notices submitted by Plaintiffs to the L WDA, which occurred during the PAGA Period
26 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this
27 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
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1 security benefits, workers' compensation benefits that arose at any time, or based on occurrences
2 outside the PAGA Period. Plaintiffs' release also does not extend to the release of their individual non-
3 wage and hour PAGA claims, which shall be released by Plaintiffs in their separately executed
4 Individual Settlement Agreements. Plaintiffs acknowledge that Plaintiffs may discover facts or law
5 different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but
6 agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding
7 such different or additional facts or Plaintiffs' discovery of them. (Agreement at ¶ 5.1).

8 Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all
9 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the "Released
11 Parties" from all "Released PAGA Claims." (Agreement ¶ 5.3).

12 "Released Parties" means(a) Defendant and any direct or indirect, former or present parents,
13 subsidiaries, divisions, affiliates, and related entities of Defendant; (b) the predecessors, successors,
14 and assigns of any of the entities in subparagraph (a); and (c) each of the respective current, former,
15 and future employees, officers, directors, members, managers, managing agents, agents, affiliates,
16 partners, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, payroll
17 companies, shareholders, joint venturers, administrators, fiduciaries, heirs, subrogees, and executors of
18 any entity identified in subparagraphs (a) and (b) in his, her, their, or its capacity as such. (Agreement
19 at ¶ 1.26). Lastly, payment to the Administrator in an amount not to exceed \$5,115 to perform the
20 administrative duties to distribute the settlement money shall also be paid. (Agreement at ¶ 3.2.2).

21 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
22 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
23 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$170,000
24 constitutes \$48.57 per pay period. This PAGA Settlement amount compares favorably to the estimated
25 amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum
26 amount of statutory PAGA civil penalties was potentially \$350,000 based on 3,500 pay periods
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1 applicable to the Aggrieved Employees during the PAGA Period.¹ Importantly, however, these
2 calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely
3 that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits
4 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
5 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
6 confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
7 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
8 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation
9 even where Plaintiffs prevailed on the PAGA claim. If the amount of \$5 per pay period from
10 *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only \$17,500, which
11 is far less than this settlement provides.

12 6. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation
13 for each period the employee worked in relation to meal or rest period violations, failure to pay
14 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
15 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
16 due. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated,
17 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs'
18 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
19 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to
20 liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
21 the PAGA notification should be awarded because the violations were not intentional, and at least one
22 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
23 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
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25 ¹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$350,000 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that
2 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that
3 the action is settled in the manner and upon the terms and conditions set forth in the Agreement in
4 order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as
5 the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest
6 the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
7 adequate. PAGA Counsel have significant experience litigating wage and hour claims including claims
8 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements
9 that courts have approved. The PAGA Settlement, along with the other terms of the proposed
10 settlement, were negotiated by experienced counsel at arm's length with the assistance of a private
11 mediator, Debra Melinkoff, Esq. As set forth in the accompanying proof of service, the LWDA has
12 been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept
13 the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a
14 situation where the Court needs to be concerned about the rights of absent employees as in a class
15 settlement, as this PAGA-only settlement does not release the individual claims of absent employees
16 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
17 to look out for its own rights.

18 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
19 amount of \$56,666.67 representing one-third of the \$170,000 Gross PAGA Settlement Amount.
20 Pursuant to Agreement, 60% or \$34,000.00 of the attorneys' fees will be paid to Blumenthal
21 Nordrehaug Bhowmik De Blouw LLP; and 40% or \$22,666.67 to Aegis Law, Inc. The payment of
22 attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors. First,
23 the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
24 \$170,000, and this result justifies the requested fees equal to one third of this recovery. This percentage
25 is within the standard contingent recovery percentage of one-third, and this percentage is what was
26 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
27 (2016). Second, the fee award is justified by the work performed and contributions to the case. The
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1 fee award is less than PAGA Counsel's current lodestar of \$63,898.99, representing a "negative
2 multiplier", with significant additional work to be performed. As detailed in the accompanying billing
3 statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current
4 lodestar for BNBD in this matter as of May 18, 2026, is \$125,102.50 for more than 187.4 hours of
5 work prosecuting the claims being resolved by this Settlement. This time does not include time
6 incurred after the billing was finalized and the time spent managing the completion of the settlement,
7 which I estimate will add another \$20,000 in additional lodestar. Third, the consideration of the
8 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
9 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
10 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
11 award is less than the lodestar, there can be no question of the reasonableness of the award.

12 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
13 Counsel, which currently are \$21,700.87 for BNBD and \$6,885.94 for AEGIS, totaling \$28,586.81,
14 which is less than the \$34,000 allocation for costs in the Agreement, so the difference of \$5,413.19
15 will be added to the PAGA Payment amount. The litigation expenses incurred by BNBD total
16 \$21,700.87 and were all reasonably necessary to the litigation. The specific itemization of costs
17 incurred by my firm are detailed in Exhibit #2 attached hereto.

18 19 Experience and Qualifications

20 9. Our firm has represented hundreds of thousands of employees in hundreds of legal
21 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
23 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
24 LLP have been appointed lead counsel in hundreds of contested motions for class certification
25 including many consolidated wage and hour matters.

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

14 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
15 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
16 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
17 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
18 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
19 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
20 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
21 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
22 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
23 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
24 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
25 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
26 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
27 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
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1 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
2 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
3 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
4 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
5 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
6 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
7 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
8 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
9 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
10 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
11 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
12 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
13 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
14 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
15 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
16 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
17 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
18 negotiated, and which courts have approved.

19 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
20 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
21 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
22 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
23 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
24 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
25 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
26 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
27 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
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1 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
2 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
3 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
4 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
5 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
6 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
7 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
8 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
9 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
10 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
11 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
12 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
13 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
14 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
15 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
16 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
17 No. 30-2008-00231219 (Nov. 23, 2009).

18 (d) Over the course of the litigation, a number of attorneys in the firm have worked
19 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP
20 firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
21 cases our firm has undertaken are also set forth in Exhibit #3. The attorneys involved in this matter at
22 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class
23 litigation experience, much of it in the area of consumer class actions, employment class actions,
24 securities litigation, unfair business practices and other complex litigation. The attorneys at this firm
25 have extensive experience in cases involving labor code violations and overtime claims. Class
26 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
27 including cases against Sharp Healthcare, Cigna, Walmart, Legoland, See's Candies, Securitas, Okta,
28

1 El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
2 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
3 Exploration, Time Warner, and California State Automobile Association. It is this level of experience
4 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
5 defendants and their capable and experienced counsel. On account of the concerted and dedicated
6 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
7 taking other cases, and in fact, had to turn away other potential fee generating cases.

8 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
9 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
10 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
11 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
12 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
13 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
14 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
15 'in line with those prevailing in the [relevant] community'—the Central District of California".
16 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
17 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
18 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
19 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
20 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
21 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
22 to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
23 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
24 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
25 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
26 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
27 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
28

1 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
2 rates charged by this firm for comparable work are less than these examples and are therefore
3 undoubtedly reasonable.

4
5 11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In
6 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
7 proof of service.

8
9 12. Settlement Administration – ILYM Group, Inc., (“ILYM”) was selected as the
10 Settlement Administrator based upon the estimates provided and by agreement of the Parties. We
11 obtained estimates from Rust Consulting (“Rust”), CPT Group (“CPT”) and ILYM using the same
12 criteria. The ILYM estimate provides for Administration Expenses in the amount of \$4,600. The Rust
13 estimate was \$4,623. The CPT Estimate was \$7,000.00. As a result, the lowest bid from ILYM was
14 selected by the Parties. A Declaration from ILYM is submitted in support of this motion which
15 addresses their qualifications and their estimate as Exhibit #6.

16
17 13. Conflicts – Neither Plaintiffs nor my firm have any relationship with the Administrator,
18 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

19
20 14. PAGA Penalties Valuation

21 (a) Plaintiffs’ theory of PAGA liability as argued at mediation alleged that
22 Defendant failed to pay Plaintiffs and other aggrieved employees at least the legal minimum wage,
23 straight time wage, sick pay, and overtime wage at the correct rate of pay (in violation of Labor Code
24 sections 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Defendant's policy and
25 practice of requiring Plaintiffs and aggrieved employees to work off-the-clock, failing to pay for
26 training time such as the self-study training, failing to pay wages using the appropriate regular rate of
27 pay (e.g., excluding per diem pay, guaranteed overtime differentials, or other incentive pay) or the
28

1 required minimum wage, failing to provide sick pay, paying for scheduled time rather than actual time
2 worked, failing to pay overtime correctly on overnight shifts, and/or failing to pay for all recorded
3 time, among other reasons.

4 Plaintiffs and the other aggrieved employees recorded weekly time sheets on paper.
5 Plaintiffs alleged that Defendant instituted a rounding policy by which all hours worked and recorded
6 were rounded to the nearest quarter of an hour as identified by the time sheets. Further, Plaintiffs
7 argued that Defendant failed to pay Plaintiffs' and other aggrieved employees all minimum, regular,
8 and overtime wages for these hours. Plaintiffs' Expert Analysis uncovered that Defendant's net under
9 underpayment of employees due to their rounding policy, occurred in 25% of pay periods

10 At Mediation, Plaintiffs argued that Defendant is liable for a myriad of PAGA
11 Penalties, including PAGA waiting time penalties for 179 former employees in the PAGA Period;
12 PAGA penalties for Unpaid Wages, Wage Statement Violations for 392 employees, and Waiting Time
13 Penalties for a total of 493 former employees; PAGA Penalties for Failure to Reimburse for 392; and
14 PAGA penalties for failure to pay Meal Premiums to 392 employees.

15 (b) For Settlement, Defendant represented that there are approximately 392 Aggrieved
16 Employees who worked a total of 3,500 PAGA Pay Periods.

17 (c) With the assistance of an expert, Plaintiffs calculated that the maximum amount of
18 statutory PAGA civil penalties was potentially \$350,000 without stacking based on 3,500 pay periods
19 applicable to the 392 Aggrieved Employees during the PAGA Period at a rate of \$100 per pay period.²

20 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
21 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
22 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation
23 even where Plaintiffs prevailed on the PAGA claim. Plaintiffs use the guidance in *Carrington* of a

24
25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$350,000 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties
2 would be only \$17,500 at trial, which is far less than this settlement provides.

3 (e) Plaintiffs believe that under the new standard announced by the California Supreme
4 Court, a finding that the alleged violations were intentional or knowing could be unlikely. 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 any argument that some or all of the violations
7 were intentional or knowing as those terms are used in the Labor Code.

8 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
9 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
10 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
11 argue that the violations are because of a change in law, and not any intentional or knowing violation
12 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
13 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
14 unnecessary.

15 (g) To prevail at trial, Plaintiffs would need to prove that each Aggrieved Employee
16 suffered a violation for each period the employee worked in relation to meal or rest period violations,
17 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
18 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
19 wages when due. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly
20 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
21 Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
22 which are resolved by the Agreement. Defendant has maintained and offered information supporting
23 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
24 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
25 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
26 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
27 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
28

1 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
2 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and
3 their attorneys believe that the PAGA Settlement is fair and reasonable.

4 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
5 Amount of \$170,000, the Agreement provides for the accompanying Proposed Order and Judgment to
6 be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this
7 action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
8 claims of the Aggrieved Employees are being affected or released.

9 17. The release of claims is limited "all claims for PAGA penalties appears in the
10 Agreement at paragraph 5.2. The release makes clear that it binds only the named Plaintiffs and the
11 State of California. The "Released Parties" are limited to "Defendant and each of its former and present
12 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns.
13 (Agreement at ¶1.30). The release at paragraph 5.2 is appropriately limited to mean any and all claims
14 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
15 in the operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which
16 occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs'
17 individual claims that are subject to a separate release, claims for vested benefits, wrongful
18 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
19 social security, workers' compensation, and California class claims, and PAGA claims outside of the
20 PAGA period. The Released PAGA Claims expressly excludes all other non-PAGA claims, including
21 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers' compensation, California class claims,
23 and PAGA claims outside of the PAGA period. (Agreement at ¶ 5.2) Plaintiffs and his or her
24 respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel),
25 heirs, administrators, successors, and assigns generally, release and discharge Released Parties from
26 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
27 facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA,
28

1 which occurred during the PAGA Period ("Plaintiffs' Release"). Plaintiffs' Release does not extend to
2 any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
3 benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any
4 time, or based on occurrences outside the PAGA Period. Plaintiffs' release also does not extend to the
5 release of their individual non-wage and hour PAGA claims, which shall be released by Plaintiffs in
6 their separately executed Individual Settlement Agreements. Plaintiffs acknowledge that Plaintiffs
7 may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows
8 or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in
9 all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

10 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved
11 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
12 Administrator shall transmit the funds represented by such checks to the California Controller's
13 Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue"
14 subject to the requirements of California Code of Civil Procedure Section 384, subd.

15 19. Service Awards for Plaintiffs - In the Agreement at paragraph 1.16, "Service Awards
16 for Plaintiffs" means service award payments to the named Plaintiffs in the amount of \$12,500 each
17 (for a total of \$25,000 in service award payments) (Agreement ¶¶ 1.16, 3.2.2). "Service Award for
18 Plaintiffs" are intended to compensate Plaintiffs' for initiating the Action, performing work in support
19 of the Action, and undertaking the risk of liability for Defendants' expenses, and for the release of
20 individual PAGA claims by Plaintiffs. Plaintiffs requests the Service Award of \$12,500 each, as
21 recognition for Plaintiffs' efforts in securing this Settlement for the benefit of the Aggrieved
22 Employees and the LWDA. The Agreement provides for service awards as the named Plaintiffs not
23 only served as the representative for these claims, but also is justified in light of the reputational risk
24 that Plaintiffs assumed by litigating claims against a former employer. See *Billinghausen v. Tractor*
25 *Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding "personal detriment" upon testimony
26 that future employers can easily learn that a prospective employee served as a plaintiff through the
27 internet); see also *Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS

1 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a plaintiff has filed a federal lawsuit is
2 searchable on the internet and may become known to prospective employers when evaluating the
3 person . . . Even where there is not a record of actual retaliation, notoriety, or personal difficulties,
4 [representative Plaintiffs] merit recognition for assuming the risk of such for the sake of absent
5 [parties].”). (Puche Decl. ¶ 19.)

6 Employers commonly screen employee candidates to determine whether they have ever filed
7 suit, and employee candidates who might be branded “litigious” are likely to be screened out of the
8 process. In fact, an entire industry has developed for providing employers with background
9 information on employee candidates. By bringing this action against an employer, Plaintiffs have
10 assumed considerable reputational risk that may impact their ability to find employment in the future.
11 *La Fleur v. Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal.
12 June 25, 2014) (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the
13 lawsuit will harm their future job prospects in the industry). (*Id.*)

14 Moreover, the separate settlement payment is reasonable because Plaintiffs “remained fully
15 involved and expended considerable time and energy during the course of the litigation.” See *In Re*
16 *Toys ‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiffs devoted their time and
17 effort toward assisting their attorneys with the prosecution of the claims, including the prosecution of
18 an individual arbitration action and assisted counsel with finalizing the settlement. Service awards are
19 regularly awarded in this amount. See e.g. *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.
20 LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each
21 are appropriate). (*Id.*)

22 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiffs to receive
23 a modest additional payment from the settlement as a “bounty” for her special effort in vindicating the
24 State’s interests by enforcing its labor laws. See *Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative
25 action is therefore a type of qui tam action.”); see also *People ex rel. Strathmann v. Acacia Research*
26 *Corp.*, 210 Cal. App. 4th 487, 500 (2012) (“The person who brings the qui tam action, called the
27 ‘relator,’ stands in the shoes of the People of the State of California, who are deemed to be the real
28

party in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages but, if successful, receives [a portion] of the recovery as a bounty.”) (internal citations omitted). (*Id.*)

Such a payment incentivizes employees to step forward to enforce the Labor Code. See *MMM Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose and benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of inducing such private parties to come forward with their information.”) (internal quotations omitted). This is especially important in this context, as “the lack of government resources to enforce the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the incentive payment, fewer employees would be willing to step forward, and PAGA’s primary purpose—enforcement of the Labor Code—would be substantially undermined. (*Id.*)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of May 2026, at San Diego, California.

Sergio J. Puche

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Gabriella Yarbough and Rogester Harrison (collectively, the “Plaintiffs”) and defendant SnapMedTech, Inc. (“Defendant”). The Agreement refers to the Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “*Harrison Action*” means the Plaintiff Rogester Harrison’s PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Rogester Harrison v. SnapMedTech, Inc.*, Case No. 37-2023-0053835, initiated on December 11, 2023, and pending in Superior Court of the State of California, County of San Diego. As part of this proposed Settlement, and in order to effectuate a full release of claims, the Parties will stipulate to consolidating the Yarbough Action and Harrison Action and filing a consolidated PAGA complaint in the Harrison Action (the “Operative Complaint”). The First Amended Complaint is the operative complaint in the Action (“the Operative Complaint”), which was filed on January 16, 2026.
- 1.2. “*Yarbough Action*” means the Plaintiff Gabriella Yarbough’s PAGA lawsuit alleging wage and hour violations against Defendant.
- 1.3. “*Actions*” means, the *Harrison Action* and the *Yarbough Action*, collectively.
- 1.4. “*Administrator*” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.5. “*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 approval of this Settlement.
- 1.6. “*Aggrieved Employee*” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.7. “*Aggrieved Employee Data*” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.8. “*Aggrieved Employee Address Search*” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

- 1.9. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.10. “Court” means the Superior Court of California, County of San Diego.
- 1.11. “Defense Counsel” means Lonnie D. Giamela and Vana Ebrahimi of Fisher & Phillips LLP.
- 1.12. “Effective Date” means the date upon which the Court signs an Order approving the Settlement .
- 1.13. “Gross Settlement Amount” means \$170,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Individual Settlement for Plaintiff, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. The Gross Settlement Amount excludes any Individual Settlements separately paid to Plaintiffs for a General Release of their claims, addressed further herein, which will be memorialized in separate confidential settlement agreements.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “Individual Settlements for Plaintiffs” means the separately executed Individual Settlements entered into by Defendant and the Plaintiffs with respect to their individual, non-wage and hour claims, wherein the Plaintiffs shall also enter into a general release claims, excluding their wage and hour claims, which are released under this Settlement.
- 1.16. “Service Awards for Plaintiffs” means service award payments to the named Plaintiffs in the amount of \$12,500 each (for a total of \$25,000 in service award payments), as described below in paragraph 5.1 and 5.1.1.
- 1.17. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.18. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.19. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.20. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual Settlement for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.

- 1.21. “PAGA Counsel” means Samuel Wong, Kashif, Haque, Jessica Campbell, and Alexander G.L. Davies of Aegis Law Firm, PC (Aegis”) and 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”), the attorneys representing the Plaintiffs in the Actions.
- 1.22. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.23. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from October 24, 2022 to July 1, 2025.
- 1.25. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.26. “PAGA Notice” means Plaintiff Rogester Harrison’s October 24, 2023 letter, and Plaintiff Gabrielle Yarbrough’s April 26, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.27. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.28. “Plaintiffs” means Rogester Harrison and Gabrielle Yarbrough, the named plaintiffs in the Actions.
- 1.29. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.30. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. “Defendant” means SnapMedTech, Inc., the named Defendant in the Action.

2. RECITALS.

- 2.1. On December 11, 2023, Plaintiff Rogester Harrison (“Plaintiff Harrison”) commenced the *Harrison* Action by filing a Complaint alleging causes of action against Defendant for wage and hour violations. The Complaint is the operative complaint in the *Harrison* Action (the “*Harrison* Complaint.”). On October 18, 2024, Plaintiff Harrison filed a Demand for Arbitration with the American Arbitration Association, for the individual

wage and hour and wrongful termination claims pled in Plaintiff Harrison's San Diego Superior Court Complaint (the "*Harrison* Arbitration Demand"). Defendant denies the allegations in the *Harrison* Complaint and *Harrison* Arbitration Demand, denies any failure to comply with the laws identified in in the *Harrison* Operative Complaint and *Harrison* Arbitration Demand, and denies any and all liability for the causes of action alleged.

- 2.2. On December 11, 2023, Plaintiff Gabrielle Yarbrough ("Plaintiff Yarbrough") commenced the *Yarbrough* Action by filing a Complaint alleging causes of action against Defendant for wage and hour violations. On July 24, 2024, Plaintiff Yarbrough filed a First Amended Complaint adding a cause of action against Defendant for PAGA violations. The First Amended Complaint is the operative complaint in the *Yarbrough* Action (the "*Yarbrough* Complaint."). Defendant denies the allegations in the *Yarbrough* Complaint, denies any failure to comply with the laws identified in the *Yarbrough* Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On June 11, 2025, the Parties participated in an all-day mediation presided over by Debra Mellinkoff, Esq., a respected mediator in wage and hour class and representative PAGA Actions, which led to this Agreement to settle the Actions.
- 2.5. As part of this proposed Settlement, and in order to effectuate a full release of claims, the Parties will stipulate to consolidating the *Yarbrough* Action and *Harrison* Action and filing a consolidated PAGA complaint in the *Harrison* Action (the "Operative Complaint").
- 2.6. Prior to mediation Plaintiffs obtained, through informal discovery, Defendant's wage and hour policies, including all copies of its employee handbook in effect during the PAGA period, time records and pay records for the named Plaintiffs, a 10% sampling of timekeeping and pay records for the Aggrieved Employees, and other relevant documents, including copies of Defendant's meal period waiver form and figures on the number of Aggrieve Employees who signed its waiver.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$170,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount 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 Aggrieved Employees to submit

any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$56,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$34,000.00. The PAGA Counsel Fees Payment shall be allocated amount PAGA Counsel as follows: 60% to BNB,D and 40% to Aegis. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: Service Award Payments for each of the named Plaintiffs in the amount of \$12,500 (for a total of \$25,000 in Service Award Payments) in exchange for the general release of wage claims below in paragraph 5.1, in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,060.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$5,060.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$61,773.33 to be paid from the Gross Settlement Amount, with 75% (\$46,330.00) allocated to the LWDA PAGA Payment and 25% (\$15,443.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,443.33) 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.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee and PAGA Pay Periods. Based on a review of its records through the date of mediation, Defendant estimated there are 392 Aggrieved Employees who worked a total 3,500 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose 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, subdivision (b) (“Cy Pres Recipient”), Legal Aid at Work. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiffs’ Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from 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 submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period (“Plaintiffs’ Release”). Plaintiffs’ 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, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs’ release also does not extend to the release of their individual non-wage and hour PAGA claims, which shall be released by Plaintiffs in their separately executed Individual Settlement Agreements. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1. Plaintiffs' Separate Individual Settlement Agreements and Waiver of Rights Under California Civil Code Section 1542:

Separate from Plaintiffs' agreement to release all PAGA wage and hour claims alleged in the Action, Plaintiffs have also entered into confidential standalone agreements to release their individually alleged claims against Defendant, including non-wage and hour claims and all other claims arising out of her employment ("Plaintiffs' Individual Settlement Agreements"). Plaintiffs' Individual Settlement Agreements both include a general release of all known and unknown claims of any type whatsoever Plaintiffs may have against Defendant, including a waiver of Section 1542, but excluding their PAGA action wage and hour claims, which they are releasing in this Agreement. Payment of the amount agreed to in Plaintiffs' Individual Settlement Agreements shall be made by Defendant separate from, and in addition, to the Gross Settlement Amount paid in resolution of the PAGA claims alleged in the Action. .

5.2 Release by Aggrieved Employees:

Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the State of California and Aggrieved Employees of 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 submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs' individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiffs will prepare and file an application or motion for approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports state and federal tax authorities.

7.3 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.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

The settlement is based on 3,500 PAGA Pay Periods worked during the PAGA Period. There will be an escalator clause that will trigger if the PAGA Pay Periods are more than 3,500. In the event that the escalator clause is triggered, Defendant will have the option to reduce the scope of the PAGA Period to fit within the escalator clause (i.e., the date in which the number of PAGA Pay Periods is 3,500), or will pay the escalator proportional amount (i.e. if the number of PAGA Pay Periods is 1% higher, then Defendant can elect to increase the Gross Settlement Amount by 1%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement 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 pursuant to California Code of Civil Procedure section 664.6.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant’s defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Defendant’s defenses. The Settlement, this Agreement and Parties’ willingness

to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.

- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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.
- 10.14 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:

AEGIS LAW FIRM, PC
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
2255 Calle Clara
La Jolla, CA 92037

To Defendant:

Lonnie D. Giamela
Vana Ebrahimi
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

- 10.15 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.

10.16 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 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

PLAINTIFF HARRISON

Dated: 03/03/2026

By: 
Rogester Harrison (Mar 3, 2026 17:48:13 CST)

PLAINTIFF YARBROUGH

Dated: _____

By: _____
Gabrielle Yarbrough

DEFENDANT

Dated: _____

By: _____
SnapMedTech, Inc.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: _____

By: _____
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
Attorneys for Plaintiffs

Dated: 3/3/26

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**


Kyle Nordrehaug
Attorneys for Plaintiffs

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.

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Agreed to by the Parties:

PLAINTIFF HARRISON

Dated: _____

By: _____
Rogester Harrison

PLAINTIFF YARBROUGH

Dated: 02/26/26

By: *gabrielle yarbrough*
Gabrielle Yarbrough

DEFENDANT

Dated: Mar 31, 2026

By: *amb*
SnapMedTech, Inc.

Agreed As to Form Only:

Dated: 3/2/26

AEGIS LAW FIRM, PC
By: *Alexander G.L. Davies*
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
Attorneys for Plaintiffs

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Kyle R. Nordrehaug
Attorneys for Plaintiffs

Dated: Mar 31, 2026

FISHER & PHILLIPS LLP

By: _____
Lonnie D. Giamela
Vana Ebrahimi
Attorneys for Defendant

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS

1>>

<<ADDRESS 2>>

Re: Payment From *Harrison, et al. v. SnapMedTech, Inc, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Harrison v. SnapMedTech, Inc., et al.*, San Diego County Superior Court Case No. 37-2023-0053835.

That case was filed against SnapMedTech, Inc. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all similarly situated “aggrieved employees” of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant deny that it did anything wrong or that it owes any penalties. Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties.

As part of the settlement, you are releasing Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns (the “Released Parties”) from 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 submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs’ individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA period (the “Released Claims”).

This Settlement does not release any claims you may have for unpaid wages.

Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees.

It is important to note that this is not a class action settlement. You may have received notifications in the mail regarding other class action settlements you may or may not have been a part of in the past. This case against Defendant is not a class action. Therefore, you cannot seek to opt out from the PAGA settlement to pursue your own claims.

Please note that this check constitutes payment of a penalty, and you are responsible for any taxes payable on the amount received.

If you have any questions, you can contact Plaintiffs’ counsel:

**BLUMENTHAL
NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal
Kyle R. Nordrehaug
Tel.: 858-551-1223
Email: norm@bamlawca.com
kyle@bamlawca.com

Counsel for Plaintiffs

AEGIS LAW FIRM, PC

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
Tel. : 949-379-6250
Email: adavies@aegislawfirm.com

Counsel for Plaintiffs

Very Truly Yours,

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/18/2026
Due On: 06/17/2026

Rogester Harrison
3011 Vales Point Drive
Fresno, Texas 77454

CA3108

SnapMedTech (Harrison)

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	09/24/2023	Review and analyze original intake notes. Legal research regarding related litigation and previous settlements. Research Defendant's business operations. Review and analyze facts and claims - conference with Plaintiff to discuss.	3.10	\$850.00	\$2,635.00
NDB	09/30/2023	Review individual claims for retaliation and discrimination. Review and analyze off the clock work tasks. Legal research previous opinions and mediation briefs.	2.80	\$850.00	\$2,380.00
NDB	10/06/2023	Review and analyze entire employment file for legal claims. Review all pay stubs for wage and hour claims. Analyze Defendant's written policy documents. Obtain background facts for complaint.	2.70	\$850.00	\$2,295.00
NDB	10/09/2023	Review and analyze arbitration agreement. Review facts surrounding the signing of agreement. legal research enforceability and previous court orders regarding the same. Review case file.	2.30	\$850.00	\$1,955.00
NDB	10/12/2023	Review and research venue issue. Analyze case file. Draft original complaint.	3.20	\$850.00	\$2,720.00
NDB	10/20/2023	Review and research meal and rest break claims. Draft original complaint. Send to Plaintiff for	2.80	\$850.00	\$2,380.00

		approval. Discuss claims with Plaintiff and obtain approval.			
NDB	10/21/2023	Research PAGA claims and penalties. Draft PAGA notice.	1.90	\$850.00	\$1,615.00
NDB	10/22/2023	Review case file and complaint. Draft internal case notes memo detailing facts and specific violations.	2.00	\$850.00	\$1,700.00
RE	12/09/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	12/09/2023	Review & analyze employment file documents	1.50	\$675.00	\$1,012.50
RE	12/10/2023	Review, edit, revise class action complaint; finalize draft for filing	2.80	\$675.00	\$1,890.00
RE	12/11/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	12/11/2023	Review & finalize class action complaint package; file in SD Sup. Ct.	0.50	\$675.00	\$337.50
JH	12/13/2023	Review/analyze complaint filed and case notes; begin assessing docs in file	0.50	\$750.00	\$375.00
RE	12/13/2023	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
JH	12/14/2023	Review/analyze doc in file; create exhibit book and update case notes	0.60	\$750.00	\$450.00
HD	12/21/2023	Review filed Class 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
RE	02/03/2024	Review file; prep docs for service of process re class action; identify reg agent; send out for service via Knox	0.70	\$675.00	\$472.50
RE	02/08/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
TM	02/12/2024	Reviewed and analyzed Defendant's meet and confer letter re arbitration agreement; Reviewed arbitration agreement.	0.40	\$450.00	\$180.00
JH	02/12/2024	Review file and correspondence from defense counsel re arb agreement; discuss with team	0.40	\$750.00	\$300.00
JH	02/15/2024	Call with defense counsel re claims; discuss with ND	0.40	\$750.00	\$300.00
TM	03/13/2024	Reviewed and analyzed Defendant's Answer and	0.80	\$450.00	\$360.00

Affirmative Defenses to Complaint.					
SB	04/11/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
HD	05/01/2024	Review court order and Notice of CMC. Review current status of ROA. Prepare shell (CM110) Case Management Statement. Forward to Attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
JH	05/02/2024	Review file and case management orders; draft/revise CMC stmt; advise team re filing	0.50	\$750.00	\$375.00
YS	05/02/2024	[Class] Finalize Plaintiff's CMC Statement for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
TM	05/02/2024	Reviewed and analyzed Defendant's CMC statement.	0.40	\$450.00	\$180.00
JH	05/08/2024	Draft/revise discovery requests to Defendant; advise team re service	1.50	\$750.00	\$1,125.00
HD	05/08/2024	Execute and finalize Proof of Service. Serve Plaintiff's Written discovery, Set One via US Mail and email.	0.50	\$250.00	\$125.00
HD	05/08/2024	Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for 08/08/2024.	0.30	\$250.00	\$75.00
KN	05/08/2024	Analysis of arbitration issues; review agreement; advise JH	0.50	\$950.00	\$475.00
JH	05/09/2024	Further review/analyze arb agreement and discuss with KN	0.40	\$750.00	\$300.00
AR	05/09/2024	Teleconference with JSH regarding prior matter; review file and extract summaries.	0.40	\$550.00	\$220.00
TM	05/15/2024	Reviewed file and court docket in preparation for upcoming CMC.	0.50	\$450.00	\$225.00
TM	05/17/2024	Planned and prepared for upcoming Case Management Conference; Attended Case Management Conference; advised firm re case status.	1.50	\$450.00	\$675.00
JH	06/14/2024	Review Defendant's discovery responses; revise draft meet and confer letter; advise TM	1.50	\$750.00	\$1,125.00
TM	06/14/2024	Reviewed Defendant's responses to Plaintiff's set one discovery; Drafted meet and confer letter to Defendant re Defendant's deficient discovery responses; Email to and from OPC re meet and confer letter.	1.90	\$450.00	\$855.00
JH	06/17/2024	Discuss discovery meet and confer with AJB; advise	0.50	\$750.00	\$375.00

TM	06/18/2024	Email to and from OPC re meet and confer re Defendant's discovery responses.	0.40	\$450.00	\$180.00
SB	06/18/2024	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
KN	06/19/2024	Legal research for arbitration issue	0.40	\$950.00	\$380.00
JH	06/19/2024	Review/analyze Soltero v. Precise Distr. for purposes of opposing Defendant's forthcoming MTC Arb	0.40	\$750.00	\$300.00
TM	06/24/2024	Planned and prepared for upcoming meet and confer call with OPC; email to and from OPC re meet and confer call; legal research re enforceability of arbitration agreements in preparation for meet and confer call; Attended meet and confer call with OPC; email to OPC summarizing call.	2.30	\$450.00	\$1,035.00
JH	06/24/2024	Advise TM re arb agreement in preparation for meet and confer call	0.50	\$750.00	\$375.00
TM	08/01/2024	Reviewed file; Email to OPC re deposition of Defendant's PMK.	0.40	\$450.00	\$180.00
TM	08/01/2024	Email from OPC re MTC Arb and PMK deposition; advised HD re PMK deposition court reporter; Reviewed Defendant's Objection to Plaintiff's Notice of Deposition.	0.80	\$450.00	\$360.00
JH	08/02/2024	Review new Semprini v. Wedbush Securities Inc. and assess implications on Defendant's forthcoming MTC arb	0.60	\$750.00	\$450.00
TM	09/04/2024	Reviewed and analyzed Defendant's MTC Arb.	1.30	\$450.00	\$585.00
HD	09/06/2024	Prepare shells for Opposition to Defendant's Motion to Compel Arbitration (including Declaration ISO, Proof of Service)	0.50	\$250.00	\$125.00
TM	09/09/2024	Review file and pertinent documents to draft Plaintiff's Declaration ISO Opposition to MTC Arbitration; Began drafting Declaration.	1.50	\$450.00	\$675.00
JH	09/09/2024	Further analyze Defendant's MTC Arb; begin researching for and drafting MTC Arb Opp	2.50	\$750.00	\$1,875.00
TM	09/10/2024	Email to client re declaration ISO MTC Arb opposition.	0.20	\$450.00	\$90.00
JH	09/10/2024	Continue researching for and complete full draft of MTC Arb Opp	3.50	\$750.00	\$2,625.00
JH	09/11/2024	Review/revise draft MTC Arb Opp; revise supporting decl.	2.50	\$750.00	\$1,875.00
TM	09/11/2024	Reviewed and revised declaration of client ISO MTC Arb Opposition; Emails to and from client re	1.00	\$450.00	\$450.00

		declaration.			
JH	09/12/2024	Further revise/finalize supporting decl. and obj. to evidence in oppo. to Defendant's MTC Arb	1.00	\$750.00	\$750.00
GG	09/12/2024	Create TOC/TOA for Opp. to motion to compel arbitration.	1.40	\$250.00	\$350.00
TM	09/13/2024	Finalized declaration of client ISO MTC arbitration opposition and compiled exhibit.	0.40	\$450.00	\$180.00
JH	09/13/2024	Further revise and finalize MTC Arb op; advise team re filing	1.00	\$750.00	\$750.00
YS	09/13/2024	Finalize Plaintiff's Opposition to Defendant's Motion to Compel for service. Prepare POS. File via Onelegal. Email to OPC re oppo.	0.60	\$250.00	\$150.00
TM	09/20/2024	Reviewed and analyzed Defendant's Reply ISO MTC Arb.	0.80	\$450.00	\$360.00
JH	09/20/2024	Review/analyze Defendant's MTC Reply Brief and supporting docs	1.50	\$750.00	\$1,125.00
JH	09/20/2024	Corresp. w co-counsel re JPA; discuss with team	0.30	\$750.00	\$225.00
SP	09/23/2024	Reveiwed motion to compel arbitration and ensure it was downloaded, saved and circulated.	0.80	\$675.00	\$540.00
JH	09/25/2024	Review/analyze Tentative Ruling on MTC Arb; prepare for oral arg.	1.00	\$750.00	\$750.00
JH	09/26/2024	Prepare and appear for oral argument on MTC Arb	1.50	\$750.00	\$1,125.00
HD	09/26/2024	Correspondence with Aptus regarding court reporter's appearance at the hearing and request for final transcript.	0.30	\$250.00	\$75.00
JH	10/02/2024	Review final minute order on MTC Arb; circulate and advise team	0.40	\$750.00	\$300.00
TM	10/02/2024	Reviewed minute order re motion to compel arb.	0.20	\$450.00	\$90.00
JH	10/03/2024	Research for potential writ as or Order granting MTC Arb; discuss with KN	2.00	\$750.00	\$1,500.00
JH	11/20/2024	Review file; strategic call with co-counsel; advise team	0.40	\$750.00	\$300.00
SP	12/02/2024	Reveiwed calendar, case notes, docket pleadings and correspondence to prepare for deadline/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
HD	05/19/2025	Receive and download Co-Plaintiff Yarbrough, documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00

NDB	05/20/2025	Review and analyze discovery to date. Review court docket and case file. Legal research wage and hour claims. Review and analyze wage and hour policy documents. Prepare for mediation.	3.80	\$850.00	\$3,230.00
JH	05/21/2025	Review/analyze mediation doc/data production	0.70	\$750.00	\$525.00
HD	05/21/2025	Receive and download Co-Plaintiff (Yarbrough) Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
SP	05/29/2025	Reviewed and analyzed correspondence, documents and pleadings. Sent correspondence to Co-Counsel regarding Mediation data. Reviewed documents and data received. Ensured experts received data. Discussed case with Client.	5.30	\$675.00	\$3,577.50
SB	05/29/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SP	05/30/2025	Reveiwed and analyzed documents, case notes, procedural history, pleadings and correspondence. Drafted and revised mediation brief. Updated Mediation chart.	5.40	\$675.00	\$3,645.00
NDB	05/31/2025	Review and analyze paystubs for 226(a) violations. Legal research. Draft mediation brief.	3.30	\$850.00	\$2,805.00
JH	06/02/2025	Review/analyze draft mediation brief; advise SP	0.40	\$750.00	\$300.00
NDB	06/02/2025	Review and research previous settlements with similar claims and pay periods for mediation valuation. Review and research vacation pay and late payment of wage claims.	1.90	\$850.00	\$1,615.00
JH	06/03/2025	Review mediation expert analysis; discuss with SP	0.90	\$750.00	\$675.00
SP	06/03/2025	Discussed Mediation Brief with AJB. Sent communication to Expert for additional analysis. Legal reaserch re: Auto Deduct. Revised Medaition brief.	2.90	\$675.00	\$1,957.50
JH	06/04/2025	Review update mediation brief	0.60	\$750.00	\$450.00
SP	06/04/2025	Reviewed and analyzed expert analysis. Revised brief. Discussed with AJB. Corresponded with Experts.	1.20	\$675.00	\$810.00
SB	06/05/2025	Calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
SB	06/09/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
SP	06/11/2025	Reviewed and analyzed mediation documents,	1.10	\$675.00	\$742.50

		correspondence and work product. Discussed with AJB.			
JH	06/11/2025	Multiple corresp w AJB and SP regarding mediation doc	0.50	\$750.00	\$375.00
AB	06/11/2025	Prep and appear for mediation.	4.00	\$895.00	\$3,580.00
SB	06/11/2025	Attend mediation	8.00	\$450.00	\$3,600.00
JH	06/12/2025	Discuss with AJB re outcome of mediation and next steps	0.60	\$750.00	\$450.00
JH	06/16/2025	Review corresp re mediator's proposal; discuss with AJB	0.30	\$750.00	\$225.00
JH	06/23/2025	Discuss with AJB re extension on response deadline for mediator's proposal	0.20	\$750.00	\$150.00
SP	06/25/2025	Reviewed and analyzed case notes, pleadings, calendar, and documents. Drafted Case Management Conference Statement, revised and finalized and arranged for service and filing.	1.90	\$675.00	\$1,282.50
TM	07/11/2025	Planned and prepared for upcoming CMC; attended CMC; advised firm and team re cases status following hearing.	1.40	\$450.00	\$630.00
JH	10/08/2025	F/u with co-counsel re longform agreement	0.20	\$750.00	\$150.00
JH	10/09/2025	Review/revised draft of PAGA Agreement prepared by Co-Counsel; discuss with KN	1.00	\$750.00	\$750.00
KN	10/16/2025	Review draft Agreement and JH revisions; respond to JH	0.50	\$950.00	\$475.00
JH	11/05/2025	Review and further revise updated PAGA Agreement; review and revise draft individual agreement	1.00	\$750.00	\$750.00
SP	11/12/2025	Reviewed and analyzed settlement agreement, pleadings, MOU, correspondence and documents, and drafted First Amended Class Action Complaint.	2.50	\$675.00	\$1,687.50
JH	11/12/2025	Review/revise draft FAC; advise SP	0.50	\$750.00	\$375.00
JH	11/12/2025	Review further revised Agreement; discuss with co-counsel re same	0.40	\$750.00	\$300.00
JH	11/13/2025	Further revise individual agreement; circulate to defense counsel for review	0.40	\$750.00	\$300.00
JH	11/24/2025	Review file; draft/revise joint report; circulate to defense counsel for review	0.40	\$750.00	\$300.00
JH	12/03/2025	Review file; f/u with defense counsel re proposed revisions to the longform agreement	0.20	\$750.00	\$150.00

JH	12/10/2025	Review file and corresp; f/u with defense counsel re longform agreement	0.20	\$750.00	\$150.00
SP	12/12/2025	Reveiwed and analyzed the calendar, case docket and MOU. Discussed case with Client. Finalized the FAC and arranged for service and filing of the Stipulation for leave to file the FAC	2.90	\$675.00	\$1,957.50
JH	12/17/2025	Review status of agreement; f/u corresp w defense counsel re same	0.20	\$750.00	\$150.00
JH	01/04/2026	Review file; f/u corresp w defense counsel re settlement agreement	0.20	\$750.00	\$150.00
SP	01/05/2026	Followed up with OPC re: Revisions to the draft FAC and Stipulation.	0.20	\$675.00	\$135.00
JH	01/07/2026	Review file; f/u corresp w defense counsel re longform agreement	0.20	\$750.00	\$150.00
JH	01/07/2026	Review/revise FAC; advise SP	0.50	\$750.00	\$375.00
SP	01/07/2026	Reviewed and analyzed correspondence from OPC. Revised FAC and compiled exhibits for stipulation. Arranged for service and filing of stipulaiton.	1.10	\$675.00	\$742.50
SP	01/09/2026	Reviewed and analyzed correspondence and pleadings. Followed up with OPC to file stipulation.	0.20	\$675.00	\$135.00
HD	01/12/2026	Edit, execute and finalize proof of service. Process and submit Joint Stipulation and [Proposed] order For Leave to File Plaintiff's First Amended Complaint to Court for filing and serve via email.	0.50	\$250.00	\$125.00
SP	01/15/2026	Reveiwed and analyzed correspondence. Revised and finalized FAC and exhibits for service and filing.	1.50	\$675.00	\$1,012.50
HD	01/15/2026	Obtain, download and circulate the Order for Leave to File Plaintiff's FAC.	0.30	\$250.00	\$75.00
SP	01/20/2026	Reviewed calendar, correspondence, settlement agreement MOU and pleadings. Sent follow up email to client.	0.50	\$675.00	\$337.50
KN	01/22/2026	Review draft Agreement and Defendant's revisions; review memo from JH; analysis of issues and review MOU and PAGA Notice; respond to JH as to issues and next steps.	1.00	\$950.00	\$950.00
JH	01/22/2026	Review/analyze Defendnat's proposed revisions to individual and PAGA settlement agreement; discuss with KN	1.30	\$750.00	\$975.00
TM	02/02/2026	Reviewed court's notice of reassignment.	0.20	\$450.00	\$90.00

JH	02/03/2026	Further discuss agreements with co-counsel; review co-counsel's agreement revisions; discuss with KN	0.50	\$750.00	\$375.00
JH	02/05/2026	Further revise agreements and circulate to defendant for review	0.50	\$750.00	\$375.00
JH	02/11/2026	Review file and corresp; f/u with defense counsel re longform agreement	0.20	\$750.00	\$150.00
JH	02/20/2026	Finalize longform PAGA Agreement	0.40	\$750.00	\$300.00
JH	02/23/2026	Circulate clean copy of PAGA Agreement with all revisions accepted; f/u re individual agreements	0.30	\$750.00	\$225.00
JH	03/02/2026	F/u with defense counsel re status of agreements	0.20	\$750.00	\$150.00
JH	03/03/2026	Review further revisions to longform individual agreement; discuss with ND	0.80	\$750.00	\$600.00
KN	03/03/2026	Review final agreement; review emails; execute Agreement and email to JH	1.00	\$950.00	\$950.00
NDB	03/03/2026	Review and analyze settlement agreement terms for conformity with MOU terms. Review and analyze court docket and case file. Discuss terms with Plaintiff. Follow up for signature.	1.00	\$850.00	\$850.00
TM	03/05/2026	Email from client re case status.	0.20	\$450.00	\$90.00
JH	03/18/2026	Review file and corresp; f/u w defense counsel re Agreement	0.20	\$750.00	\$150.00
HD	03/23/2026	Research court availability for the Paga Approval Motion in the court's online reservation system. Email correspondence to attorney Puche.	0.30	\$250.00	\$75.00
HD	03/23/2026	Telephone call to department clerk- reserve hearing for Motion for Approval of Paga Settlement. Email staff and attorneys accordingly.	0.20	\$250.00	\$50.00
JH	03/31/2026	Review fully executed agreement; discuss with KN and advise SP; confer with calendar re individual agreement funding	0.40	\$750.00	\$300.00
TM	04/20/2026	Review file; review MOU, mediation brief and settlement agreement; drafted Declaration of Harrison ISO MPA; email to client re declaration.	2.50	\$450.00	\$1,125.00
JH	04/21/2026	Corresp w co-counsel re PAGA approval motion; discuss with SP	0.40	\$750.00	\$300.00
SP	04/21/2026	Reviewed and analyzed calendar and correspondence. Discussed with team. Sent correspondence to TPA for declaration. Sent email internally for client's declaration.	0.50	\$675.00	\$337.50
SP	04/22/2026	Reviewed and analyzed calendar and	0.30	\$675.00	\$202.50

		correspondence. Discussed with team. Sent correspondence to Co-Counsel for Declaration.			
JH	04/30/2026	Review individual agreement; corresp w defense counsel re funding	0.20	\$750.00	\$150.00
SP	05/06/2026	Reviewed calendar, correspondence, and communicated with Co Counsel.	0.40	\$675.00	\$270.00
SP	05/08/2026	Reviewed and analyzed MOU, Settlement agreement, Mediation documents and pleadings. Began draft Motion for PAGA approval.	3.50	\$675.00	\$2,362.50
SP	05/10/2026	Reviewed MOU, Settlement agreement, documents, mediation brief and finalized draft Motion for PAGA Approval and Proposed Order. Sent to KN.	3.90	\$675.00	\$2,632.50
JH	05/11/2026	Review draft PAGA Approval Motion; discuss with SP	0.80	\$750.00	\$600.00
KN	05/15/2026	Review Agreement; review draft motion; emails to team	1.00	\$950.00	\$950.00
SP	05/18/2026	Reveiwed and revised PAGA Approval Motion. Updated billing and finalized motion for service and filing and upload to the LWDA	2.00	\$675.00	\$1,350.00

Quantity Subtotal 173.8

Services Subtotal \$115,795.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/24/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/13/2023	Onelegal/Filing Fee	1.00	\$1,490.66	\$1,490.66
Expense	02/05/2024	LexisNexis	1.00	\$249.00	\$249.00
Expense	02/06/2024	KNOX Filing and Messenger Service	1.00	\$147.25	\$147.25
Expense	02/09/2024	Onelegal/Court fees	1.00	\$15.39	\$15.39
Expense	02/16/2024	Onelegal/court fees	1.00	\$51.48	\$51.48
Expense	03/04/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	03/05/2024	Case Anywhere Fees.	1.00	\$126.00	\$126.00
Expense	05/01/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	06/05/2024	Caseanywhere Fees	1.00	\$120.00	\$120.00
Expense	07/01/2024	LexisNexis	1.00	\$304.00	\$304.00

Expense	09/09/2024	Los Angeles Superior Court - Fee to retrieve documents	1.00	\$10.60	\$10.60
Expense	09/13/2024	One Legal Invoice No. 06371006	1.00	\$19.25	\$19.25
Expense	09/16/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	09/30/2024	Court Reporting - Hearing	1.00	\$1,570.00	\$1,570.00
Expense	11/01/2024	LexisNexis	1.00	\$1,013.00	\$1,013.00
Expense	06/12/2025	Expert Fee -Berger Consulting Group	1.00	\$5,319.00	\$5,319.00
Expense	06/25/2025	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	06/25/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	11/25/2025	One Legal/Court Fees	1.00	\$23.63	\$23.63
Expense	01/15/2026	One Legal/Court Fees	1.00	\$1,081.46	\$1,081.46
Expense	01/24/2026	One Legal/Court Fees	1.00	\$24.73	\$24.73
Expense	01/26/2026	One Legal/Court Fees	1.00	\$24.73	\$24.73
Expense	05/18/2026	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$12,393.37

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	4.0	\$895.00	\$3,580.00
Scott Blumenthal	21.0	\$450.00	\$9,450.00
Nicholas De Blouw	30.8	\$850.00	\$26,180.00
Ricardo Ehmann	7.5	\$675.00	\$5,062.50
Jeffrey Herman	41.2	\$750.00	\$30,900.00
Trevor Moran	19.1	\$450.00	\$8,595.00
Kyle Nordrehaug	4.4	\$950.00	\$4,180.00
Sergio Puche	38.3	\$675.00	\$25,852.50
Andrew Ronan	0.4	\$550.00	\$220.00
Heather Drosi	4.5	\$250.00	\$1,125.00
Gerardo Galaviz	1.4	\$250.00	\$350.00
Yesenia Silva	1.2	\$250.00	\$300.00
Quantity Total			173.8
Subtotal			\$128,188.37

Total \$128,188.37

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	06/17/2026	\$128,188.37	\$0.00	\$128,188.37
Outstanding Balance				\$128,188.37
Total Amount Outstanding				\$128,188.37

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

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/18/2026
Due On: 06/17/2026

Rogester Harrison
3011 Vales Point Drive
Fresno, Texas 77454

CA3108.002

Snapmedtech - Rogester Harrison/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
JH	10/18/2024	Review/analyze Arb demand and complaint; advise team; discuss with ND	1.00	\$750.00	\$750.00
SP	10/30/2024	Reveiwed correspondence and ensured it was calendared.	0.30	\$675.00	\$202.50
SP	10/30/2024	Reveiwed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	\$675.00	\$135.00
SP	11/05/2024	Reviewed orders and calendar. Discussed with TM.	0.30	\$675.00	\$202.50
SP	11/20/2024	Reviewed calendar and docket for appearance/ deadline. Discussed with team.	0.20	\$675.00	\$135.00
SP	11/22/2024	Reveiwed correspondence and discussed with Team.	0.30	\$675.00	\$202.50
JH	11/25/2024	Review/analyze list of proposed mediators; research and submit Claimant's strike list	0.50	\$750.00	\$375.00
SP	12/04/2024	Reveiwed correspondence from AAA re venue. Reviewed documents, case notes and pleadings. Discussed with JSH. Responded to AAA.	0.80	\$675.00	\$540.00
SP	12/11/2024	Reveiwed documents, case notes, intake and correspondence. Corresponded with the AAA and	0.40	\$675.00	\$270.00

OPC and advise as to venue.					
JH	12/12/2024	Review/analyze preliminary arb orders and corresp.	0.40	\$750.00	\$300.00
SP	12/18/2024	Reveiwed calendar and docket and analyzed case file for appearance and deadline. Updated team.	0.20	\$675.00	\$135.00
SP	12/20/2024	Reveiwed and analyzed correspondence from the AAA regarding deadlines for mediation selection.	0.20	\$675.00	\$135.00
JH	12/27/2024	Research panel of arbitrations; complete and submit Claimant's strike list	0.40	\$750.00	\$300.00
SP	01/08/2025	Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes to analyze case appearance/deadline.	0.20	\$675.00	\$135.00
SP	02/17/2025	Reviewed calendar, documents, orders and correspondence. Drafted and sent notice to AAA regarding the agreement to mediate and request to vacate status conference.	0.50	\$675.00	\$337.50
SP	02/18/2025	Reveiwed correspondence from the AAA. Forwarded to team and ensured it was calendared.	0.30	\$675.00	\$202.50
JH	08/01/2025	Discuss with SP re Arb CMC; advise	0.30	\$750.00	\$225.00
SP	08/01/2025	Prepared and appeared for the Arbitration Scheduling Conference. Updated file/	0.70	\$675.00	\$472.50
TM	08/04/2025	Reviewed and analyzed Arbitrator's CMC order re arb scheduling.	0.30	\$450.00	\$135.00
SP	09/14/2025	Reviewed correspondence, discussed case with Client. Updated case notes.	1.10	\$675.00	\$742.50
SP	09/15/2025	Reveiwed documents, correspondence and case notes. Drafted Initial Disclosures and sent to OPC.	4.50	\$675.00	\$3,037.50
SP	08/27/2026	Reviewed and analyzed correspondence, calendar and settlement documents. Drafted and sent email requesting continuance to AAA.	0.50	\$675.00	\$337.50
Quantity Subtotal					13.6
Services Subtotal					\$9,307.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/29/2024	Arb Filing Fee	1.00	\$359.10	\$359.10

Expenses Subtotal \$359.10

Time Keeper	Quantity	Rate	Total
Jeffrey Herman	2.6	\$750.00	\$1,950.00
Trevor Moran	0.3	\$450.00	\$135.00
Sergio Puche	10.7	\$675.00	\$7,222.50
Quantity Total			13.6
Subtotal			\$9,666.60
Total			\$9,666.60

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	06/17/2026	\$9,666.60	\$0.00	\$9,666.60
Outstanding Balance				\$9,666.60
Total Amount Outstanding				\$9,666.60

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

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figuroa 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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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; Lešević 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; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
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)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 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 $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 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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**WRITERS EXT:
1004**

**October 24, 2023
CA3108**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Snapmedtech, Inc.
Certified Mail #9589071052700182377225
CT Corporation System
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA 91203**

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Snapmedtech, Inc. in California, including any employees staffed with Snapmedtech, Inc. by a third party, and classified as non-exempt employees during the time period of October 24, 2022 until a date as determined by the Court. Our offices represent Plaintiff Rogester Harrison (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Snapmedtech, Inc. (“Defendant”). Plaintiff was employed from November of 2021 to June 17, 2022 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROGESTER HARRISON, an individual, on behalf of
himself and on behalf of all persons similarly situated,

Plaintiff,

vs.

SNAPMEDTECH, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-204, 233, 246;
10. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF CAL. GOV. CODE § 12940(m); and,
11. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.

DEMAND FOR A JURY TRIAL

1 Rogester Harrison ("PLAINTIFF"), an individual, on behalf of himself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 his own acts and knowledge which are based on personal knowledge, the following.

4
5 **THE PARTIES**

6 1. Snapmedtech, Inc. ("DEFENDANT") is a corporation that at all relevant times
7 mentioned herein conducted and continues to conduct substantial business in California.

8 2. DEFENDANT provides healthcare services in California.

9 3. PLAINTIFF was employed by DEFENDANT in California from November of
10 2021 to June 17, 2022 and was at all times classified by DEFENDANT as a non-exempt
11 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
12 payment of minimum and overtime wages due for all time worked.

13 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
14 defined as all individuals who are or previously were employed by DEFENDANT in California,
15 including any employees staffed with DEFENDANT by a third party, and classified as non-
16 exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four
17 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
18 (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim
19 of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

20 5. PLAINTIFF brings this Class Action on behalf of himself and a
21 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
22 losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's
23 policy and practice which failed to lawfully compensate these employees. DEFENDANT's
24 policy and practice alleged herein was an unlawful, unfair and deceptive business practice
25 whereby DEFENDANT retained and continues to retain wages due PLAINTIFF and the
26 other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
27 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
28 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA

1 CLASS who have been economically injured by DEFENDANT's past and current unlawful
2 conduct, and all other appropriate legal and equitable relief.

3 6. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
8 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
9 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
10 50, inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

12 7. The agents, servants and/or employees of the Defendants and each of them
13 acting on behalf of the Defendants acted within the course and scope of his, her or its
14 authority as the agent, servant and/or employee of the Defendants, and personally
15 participated in the conduct alleged herein on behalf of the Defendants with respect to the
16 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
17 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
18 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
19 of the conduct of the Defendants' agents, servants and/or employees.

20 21 **THE CONDUCT**

22 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
23 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
24 worked, meaning the time during which an employee is subject to the control of an
25 employer, including all the time the employee is suffered or permitted to work.
26 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
27 paying them for all the time they are under DEFENDANT's control. Among other things,
28 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

1 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
2 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
3 break. DEFENDANT, as a matter of established company policy and procedure, administers
4 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
5 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the
6 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less
7 than they would have been paid had they been paid for actual recorded time rather than
8 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring
9 PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clocking that
10 DEFENDANT, as a condition of employment, required these employees to submit to
11 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior
12 to clocking into DEFENDANT's timekeeping system for the workday. As a result,
13 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
14 wage compensation, and off-duty meal breaks by working without their time being correctly
15 recorded and without compensation at the applicable rates. DEFENDANT's policy and
16 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
17 worked, is evidenced by DEFENDANT's business records.

18 9. State and federal law provides that employees must be paid overtime and meal
19 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
20 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
21 pay that is tied to specific elements of an employee's performance.

22 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
23 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular
28 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and

1 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
2 compensation as part of the employees' "regular rate of pay" for purposes of calculating
3 overtime pay and meal and rest break premium pay. Management and supervisors described
4 the incentive program to potential and new employees as part of the compensation package.
5 As a matter of law, the incentive compensation received by PLAINTIFF and other
6 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
7 to do so has resulted in a underpayment of overtime compensation and meal and rest break
8 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

9 11. As a result of their rigorous work schedules, PLAINTIFF and other
10 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
11 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
12 and other CALIFORNIA CLASS Members were required from time to time to perform
13 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
14 receiving a meal break. Further, DEFENDANT from time to time failed to provide
15 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
16 some workdays in which these employees were required by DEFENDANT to work ten (10)
17 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
18 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
19 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
20 without additional compensation and in accordance with DEFENDANT's corporate policy
21 and practice.

22 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
23 CALIFORNIA CLASS Members were also required from time to time to work in excess of
24 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
25 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
26 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
27 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
28 time, and a first, second and third rest period of at least ten (10) minutes for some shifts

1 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
2 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
3 the applicable California Wage Order requires employers to provide employees with off-
4 duty rest periods, which the California Supreme Court defined as time during which an
5 employee is relieved from all work related duties and free from employer control. In so
6 doing, the Court held that the requirement under California law that employers authorize and
7 permit all employees to take rest period means that employers must relieve employees of all
8 duties and relinquish control over how employees spend their time which includes control
9 over the locations where employees may take their rest period. Employers cannot impose
10 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
11 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
12 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
13 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
14 premises during their rest period.

15 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
16 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
17 actual amount of time these employees worked. Pursuant to the Industrial Welfare
18 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
19 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
20 employee was subject to the control of an employer, including all the time the employee was
21 permitted or suffered to permit this work. DEFENDANT required these employees to work
22 off the clock without paying them for all the time they were under DEFENDANT's control.
23 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
24 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
25 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
26 working without their time being accurately recorded and without compensation at the
27 applicable minimum wage and overtime wage rates. To the extent that the time worked off
28 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay

1 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
2 1197, and 1197.1.

3 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
4 other members of the CALIFORNIA CLASS with complete and accurate wage statements
5 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
6 Code § 226 provides that every employer shall furnish each of his or her employees with an
7 accurate itemized wage statement in writing showing, among other things, gross wages
8 earned and all applicable hourly rates in effect during the pay period and the corresponding
9 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
10 Members were paid on an hourly basis. As such, the wage statements should reflect all
11 applicable hourly rates during the pay period and the total hours worked, and the applicable
12 pay period in which the wages were earned pursuant to California Labor Code Section
13 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
14 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
15 wage statements failed to identify the accurate total hours worked each pay period. When
16 the hours shown on the wage statements were added up, they did not equal the actual total
17 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
18 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF
19 an itemized wage statement that lists all the requirements under California Labor Code 226
20 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
21 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
22 § 226.

23 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
24 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
25 the wages are paid not more than seven (7) calendar days following the close of the payroll
26 period. Cal. Lab. Code § 210 provides:

27 in [I]n addition to, and entirely independent and apart from, any other penalty provided
28 this article, every person who fails to pay the wages of each employee as provided in
Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial

1 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars
3 (\$200) for each failure to pay each employee, plus 25 percent of the amount
4 unlawfully withheld.

5 16. DEFENDANT from time to time failed to pay PLAINTIFF and members of
6 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
7 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
8 the “Hourly” regular wage payments.

9 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
10 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
11 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
12 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
13 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
14 Members at their base rates of pay.

15 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
16 employees be calculated by dividing the employee’s total wages, not including overtime
17 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
18 days of employment.

19 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
20 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
21 earned non-discretionary incentive wages which increased their regular rate of pay.
22 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
23 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay,
24 as required under Cal. Lab. Code Section 246.

25 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
26 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
27 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
28 informed and believes and based thereon alleges that such failure to pay sick pay at regular
rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose

1 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
2 Sections 201-203.

3 21. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
4 to collect or receive from an employee any part of wages theretofore paid by said employer
5 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
6 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
7 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
8 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
9 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
10 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
11 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
12 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

13 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
15 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
16 consequence of discharging their duties on behalf of DEFENDANT. Under California
17 Labor Code Section 2802, employers are required to indemnify employees for all expenses
18 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
19 states that "an employer shall indemnify his or her employee for all necessary expenditures
20 or losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer, even though unlawful,
22 unless the employee, at the time of obeying the directions, believed them to be unlawful."

23 23. In the course of their employment PLAINTIFF and other CALIFORNIA
24 CLASS Members as a business expense, were required by DEFENDANT to use their own
25 personal cellular phones as a result of and in furtherance of their job duties as employees for
26 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
27 associated with the use of their personal cellular phones for DEFENDANT's benefit.
28 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by

1 DEFENDANT to use their personal cellular phones. As a result, in the course of their
2 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
3 CLASS incurred unreimbursed business expenses which included, but were not limited to,
4 costs related to the use of their personal cellular phones all on behalf of and for the benefit
5 of DEFENDANT.

6 24. In violation of the applicable sections of the California Labor Code and the
7 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
8 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
9 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved
10 Employees suitable seating when the nature of these employees' work reasonably permitted
11 sitting.

12 25. DEFENDANT knew or should have known that PLAINTIFF and other
13 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did
14 not interfere with the performance of their duties, and that DEFENDANT did not provide
15 suitable seating and/or did not allow them to sit when it did not interfere with the
16 performance of their duties.

17 26. By reason of this conduct applicable to PLAINTIFF and all Aggrieved
18 Employees, DEFENDANT violated California Labor Code Section 1198 and California
19 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order
20 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on
21 behalf of PLAINTIFF and other Aggrieved Employees as provided herein. Providing
22 suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional
23 disregard of the obligation to meet this burden, DEFENDANT violated the California Labor
24 Code and regulations promulgated thereunder as herein alleged.

25 27. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
26 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
27 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
28 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-

1 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
2 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
3 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
4 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
5 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
6 business records. The amount in controversy for PLAINTIFF individually does not exceed
7 the sum or value of \$75,000.

8 **JURISDICTION AND VENUE**

9 28. This Court has jurisdiction over this Action pursuant to California Code of
10 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
11 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
12 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

13 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
15 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
16 facilities in this County and/or conducts substantial business in this County, and (ii)
17 committed the wrongful conduct herein alleged in this County against members of the
18 CALIFORNIA CLASS.

19 **THE CALIFORNIA CLASS**

20 30. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
21 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
22 "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a
23 California class, defined as all individuals who are or previously were employed by
24 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
25 party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
26 during the period beginning four (4) years prior to the filing of this Complaint and ending on
27
28

1 the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount
2 in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five
3 million dollars (\$5,000,000.00).

4 31. To the extent equitable tolling operates to toll claims by the CALIFORNIA
5 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
6 accordingly.

7 32. DEFENDANT, as a matter of company policy, practice and procedure, and in
8 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage
9 Order requirements, and the applicable provisions of California law, intentionally,
10 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
11 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
12 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
13 this work and permits or suffers to permit this work.

14 33. DEFENDANT has the legal burden to establish that each and every
15 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
16 required by California laws. The DEFENDANT, however, as a matter of policy and
17 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
18 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
19 Member is paid as required by law. This common business practice is applicable to each
20 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
21 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
22 (the "UCL") as causation, damages, and reliance are not elements of this claim.

23 34. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
24 CLASS Members is impracticable.

25 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under
26 California law by:

- 27 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
28 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly

1 and/or deceptively having in place company policies, practices and
2 procedures that failed to record and pay PLAINTIFF and the other
3 members of the CALIFORNIA CLASS for all time worked, including
4 minimum wages owed and overtime wages owed for work performed
5 by these employees; and,

- 6 (b) Committing an act of unfair competition in violation of the UCL, by
7 failing to provide the PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with the legally required meal and rest periods.

9 36. This Class Action meets the statutory prerequisites for the maintenance of a
10 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 11 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
12 that the joinder of all such persons is impracticable and the disposition
13 of their claims as a class will benefit the parties and the Court;
14 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
15 issues that are raised in this Complaint are common to the
16 CALIFORNIA CLASS will apply to every member of the
17 CALIFORNIA CLASS;
18 (c) The claims of the representative PLAINTIFF are typical of the claims
19 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
20 the other members of the CALIFORNIA CLASS, was classified as a
21 non-exempt employee paid on an hourly basis who was subjected to the
22 DEFENDANT's deceptive practice and policy which failed to provide
23 the legally required meal and rest periods to the CALIFORNIA CLASS
24 and thereby underpaid compensation to PLAINTIFF and
25 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
26 result of DEFENDANT's employment practices. PLAINTIFF and the
27 members of the CALIFORNIA CLASS were and are similarly or
28

1 identically harmed by the same unlawful, deceptive and unfair
2 misconduct engaged in by DEFENDANT; and,

- 3 (d) The representative PLAINTIFF will fairly and adequately represent and
4 protect the interest of the CALIFORNIA CLASS, and has retained
5 counsel who are competent and experienced in Class Action litigation.
6 There are no material conflicts between the claims of the representative
7 PLAINTIFF and the members of the CALIFORNIA CLASS that would
8 make class certification inappropriate. Counsel for the CALIFORNIA
9 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
10 Members.

11 37. In addition to meeting the statutory prerequisites to a Class Action, this action
12 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 13 (a) Without class certification and determination of declaratory, injunctive,
14 statutory and other legal questions within the class format, prosecution
15 of separate actions by individual members of the CALIFORNIA
16 CLASS will create the risk of:

- 17 1) Inconsistent or varying adjudications with respect to individual
18 members of the CALIFORNIA CLASS which would establish
19 incompatible standards of conduct for the parties opposing the
20 CALIFORNIA CLASS; and/or,
21 2) Adjudication with respect to individual members of the
22 CALIFORNIA CLASS which would as a practical matter be
23 dispositive of interests of the other members not party to the
24 adjudication or substantially impair or impede their ability to
25 protect their interests.

- 26 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
27 to act on grounds generally applicable to the CALIFORNIA CLASS,
28 making appropriate class-wide relief with respect to the CALIFORNIA

1 CLASS as a whole in that DEFENDANT failed to pay all wages due to
2 members of the CALIFORNIA CLASS as required by law;

3 1) With respect to the First Cause of Action, the final relief on
4 behalf of the CALIFORNIA CLASS sought does not relate
5 exclusively to restitution because through this claim
6 PLAINTIFF seeks declaratory relief holding that the
7 DEFENDANT's policy and practices constitute unfair
8 competition, along with declaratory relief, injunctive relief, and
9 incidental equitable relief as may be necessary to prevent and
10 remedy the conduct declared to constitute unfair competition;

11 (c) Common questions of law and fact exist as to the members of the
12 CALIFORNIA CLASS, with respect to the practices and violations of
13 California law as listed above, and predominate over any question
14 affecting only individual CALIFORNIA CLASS Members, and a Class
15 Action is superior to other available methods for the fair and efficient
16 adjudication of the controversy, including consideration of:

17 1) The interests of the members of the CALIFORNIA CLASS in
18 individually controlling the prosecution or defense of separate
19 actions in that the substantial expense of individual actions will
20 be avoided to recover the relatively small amount of economic
21 losses sustained by the individual CALIFORNIA CLASS
22 Members when compared to the substantial expense and burden
23 of individual prosecution of this litigation;

24 2) Class certification will obviate the need for unduly duplicative
25 litigation that would create the risk of:

26 A. Inconsistent or varying adjudications with respect to
27 individual members of the CALIFORNIA CLASS, which
28

1 would establish incompatible standards of conduct for the
2 DEFENDANT; and/or,

3 B. Adjudications with respect to individual members of the
4 CALIFORNIA CLASS would as a practical matter be
5 dispositive of the interests of the other members not
6 parties to the adjudication or substantially impair or
7 impede their ability to protect their interests;

8 3) In the context of wage litigation because a substantial number of
9 individual CALIFORNIA CLASS Members will avoid asserting
10 their legal rights out of fear of retaliation by DEFENDANT,
11 which may adversely affect an individual's job with
12 DEFENDANT or with a subsequent employer, the Class Action
13 is the only means to assert their claims through a representative;
14 and,

15 4) A class action is superior to other available methods for the fair
16 and efficient adjudication of this litigation because class
17 treatment will obviate the need for unduly and unnecessary
18 duplicative litigation that is likely to result in the absence of
19 certification of this action pursuant to Cal. Code of Civ. Proc. §
20 382.

21 38. This Court should permit this action to be maintained as a Class Action
22 pursuant to Cal. Code of Civ. Proc. § 382 because:

23 (a) The questions of law and fact common to the CALIFORNIA CLASS
24 predominate over any question affecting only individual CALIFORNIA
25 CLASS Members because the DEFENDANT's employment practices
26 are applied with respect to the CALIFORNIA CLASS;

27 (b) A Class Action is superior to any other available method for the fair
28 and efficient adjudication of the claims of the members of the

1 CALIFORNIA CLASS because in the context of employment litigation
2 a substantial number of individual CALIFORNIA CLASS Members
3 will avoid asserting their rights individually out of fear of retaliation or
4 adverse impact on their employment;

5 (c) The members of the CALIFORNIA CLASS are so numerous that it is
6 impractical to bring all members of the CALIFORNIA CLASS before
7 the Court;

8 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
9 be able to obtain effective and economic legal redress unless the action
10 is maintained as a Class Action;

11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the acts of unfair competition, statutory violations
13 and other improprieties, and in obtaining adequate compensation for
14 the damages and injuries which DEFENDANT's actions have inflicted
15 upon the CALIFORNIA CLASS;

16 (f) There is a community of interest in ensuring that the combined assets of
17 DEFENDANT are sufficient to adequately compensate the members of
18 the CALIFORNIA CLASS for the injuries sustained;

19 (g) DEFENDANT has acted or refused to act on grounds generally
20 applicable to the CALIFORNIA CLASS, thereby making final class-
21 wide relief appropriate with respect to the CALIFORNIA CLASS as a
22 whole;

23 (h) The members of the CALIFORNIA CLASS are readily ascertainable
24 from the business records of DEFENDANT; and,

25 (i) Class treatment provides manageable judicial treatment calculated to
26 bring a efficient and rapid conclusion to all litigation of all wage and
27 hour related claims arising out of the conduct of DEFENDANT as to
28 the members of the CALIFORNIA CLASS.

1 39. DEFENDANT maintains records from which the Court can ascertain and
2 identify by job title each of DEFENDANT's employees who have been intentionally
3 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
4 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
5 similarly situated employees when they have been identified.

6
7 **THE CALIFORNIA LABOR SUB-CLASS**

8 40. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
9 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
10 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
11 California, including any employees staffed with DEFENDANT by a third party, and
12 classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
13 time during the period three (3) years prior to the filing of the complaint and ending on the
14 date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
15 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
16 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
17 (\$5,000,000.00).

18 41. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
19 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
20 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
21 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
23 these employees, even though DEFENDANT enjoyed the benefit of this work, required
24 employees to perform this work and permitted or suffered to permit this work.
25 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
26 which these employees are entitled in order to unfairly cheat the competition and unlawfully
27 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
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1 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
2 should be adjusted accordingly.

3 42. DEFENDANT maintains records from which the Court can ascertain and
4 identify by name and job title, each of DEFENDANT's employees who have been
5 intentionally subjected to DEFENDANT's company policy, practices and procedures as
6 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
7 additional job titles of similarly situated employees when they have been identified.

8 43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
9 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

10 44. Common questions of law and fact exist as to members of the CALIFORNIA
11 LABOR SUB-CLASS, including, but not limited, to the following:

- 12 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
13 compensation due to members of the CALIFORNIA LABOR SUB-
14 CLASS for missed meal and rest breaks in violation of the California
15 Labor Code and California regulations and the applicable California
16 Wage Order;
- 17 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS with accurate
19 itemized wage statements;
- 20 (c) Whether DEFENDANT has engaged in unfair competition by the
21 above-listed conduct;
- 22 (d) The proper measure of damages and penalties owed to the members of
23 the CALIFORNIA LABOR SUB-CLASS; and,
- 24 (e) Whether DEFENDANT's conduct was willful.

25 45. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
26 CLASS under California law by:

- 27 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
28 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-

1 CLASS all wages due for overtime worked, for which DEFENDANT is
2 liable pursuant to Cal. Lab. Code § 1194;

3 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
4 accurately pay PLAINTIFF and the members of the CALIFORNIA
5 LABOR SUB-CLASS the correct minimum wage pay for which
6 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

7 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
8 the members of the CALIFORNIA LABOR SUB-CLASS with an
9 accurate itemized statement in writing showing the corresponding
10 correct amount of wages earned by the employee;

11 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
12 PLAINTIFF and the other members of the CALIFORNIA LABOR
13 SUB-CLASS with all legally required off-duty, uninterrupted thirty
14 (30) minute meal breaks and the legally required off-duty rest breaks;

15 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
16 when an employee is discharged or quits from employment, the
17 employer must pay the employee all wages due without abatement, by
18 failing to tender full payment and/or restitution of wages owed or in the
19 manner required by California law to the members of the
20 CALIFORNIA LABOR SUB-CLASS who have terminated their
21 employment; and,

22 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
23 and the CALIFORNIA LABOR SUB-CLASS members with necessary
24 expenses incurred in the discharge of their job duties.

25 46. This Class Action meets the statutory prerequisites for the maintenance of a
26 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

27 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
28 are so numerous that the joinder of all CALIFORNIA LABOR SUB-

1 CLASS Members is impracticable and the disposition of their claims as
2 a class will benefit the parties and the Court;

3 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
4 issues that are raised in this Complaint are common to the
5 CALIFORNIA LABOR SUB-CLASS and will apply to every member
6 of the CALIFORNIA LABOR SUB-CLASS;

7 (c) The claims of the representative PLAINTIFF are typical of the claims
8 of each member of the CALIFORNIA LABOR SUB-CLASS.
9 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
10 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
11 was subjected to the DEFENDANT's practice and policy which failed
12 to pay the correct amount of wages due to the CALIFORNIA LABOR
13 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
14 DEFENDANT's employment practices. PLAINTIFF and the members
15 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
16 identically harmed by the same unlawful, deceptive, and unfair
17 misconduct engaged in by DEFENDANT; and,

18 (d) The representative PLAINTIFF will fairly and adequately represent and
19 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
20 has retained counsel who are competent and experienced in Class
21 Action litigation. There are no material conflicts between the claims of
22 the representative PLAINTIFF and the members of the CALIFORNIA
23 LABOR SUB-CLASS that would make class certification
24 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
25 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
26 CLASS Members.

27 47. In addition to meeting the statutory prerequisites to a Class Action, this action
28 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 1 (a) Without class certification and determination of declaratory, injunctive,
2 statutory and other legal questions within the class format, prosecution
3 of separate actions by individual members of the CALIFORNIA
4 LABOR SUB-CLASS will create the risk of:
- 5 1) Inconsistent or varying adjudications with respect to individual
6 members of the CALIFORNIA LABOR SUB-CLASS which
7 would establish incompatible standards of conduct for the
8 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
9 2) Adjudication with respect to individual members of the
10 CALIFORNIA LABOR SUB-CLASS which would as a
11 practical matter be dispositive of interests of the other members
12 not party to the adjudication or substantially impair or impede
13 their ability to protect their interests.
- 14 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
15 acted or refused to act on grounds generally applicable to the
16 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
17 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
18 whole in that DEFENDANT fails to pay all wages due. Including the
19 correct wages for all time worked by the members of the
20 CALIFORNIA LABOR SUB-CLASS as required by law;
- 21 (c) Common questions of law and fact predominate as to the members of
22 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
23 and violations of California Law as listed above, and predominate over
24 any question affecting only individual CALIFORNIA LABOR SUB-
25 CLASS Members, and a Class Action is superior to other available
26 methods for the fair and efficient adjudication of the controversy,
27 including consideration of:
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- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;
- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class

1 treatment will obviate the need for unduly and unnecessary
2 duplicative litigation that is likely to result in the absence of
3 certification of this action pursuant to Cal. Code of Civ. Proc. §
4 382.

5 48. This Court should permit this action to be maintained as a Class Action
6 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 7 (a) The questions of law and fact common to the CALIFORNIA LABOR
8 SUB-CLASS predominate over any question affecting only individual
9 CALIFORNIA LABOR SUB-CLASS Members;
- 10 (b) A Class Action is superior to any other available method for the fair
11 and efficient adjudication of the claims of the members of the
12 CALIFORNIA LABOR SUB-CLASS because in the context of
13 employment litigation a substantial number of individual
14 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
15 their rights individually out of fear of retaliation or adverse impact on
16 their employment;
- 17 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
18 numerous that it is impractical to bring all members of the
19 CALIFORNIA LABOR SUB-CLASS before the Court;
- 20 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
21 Members, will not be able to obtain effective and economic legal
22 redress unless the action is maintained as a Class Action;
- 23 (e) There is a community of interest in obtaining appropriate legal and
24 equitable relief for the acts of unfair competition, statutory violations
25 and other improprieties, and in obtaining adequate compensation for
26 the damages and injuries which DEFENDANT's actions have inflicted
27 upon the CALIFORNIA LABOR SUB-CLASS;
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- 1 (f) There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of
3 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 4 (g) DEFENDANT has acted or refused to act on grounds generally
5 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
6 making final class-wide relief appropriate with respect to the
7 CALIFORNIA LABOR SUB-CLASS as a whole;
- 8 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
9 ascertainable from the business records of DEFENDANT. The
10 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
11 CLASS Members who worked for DEFENDANT in California at any
12 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 13 (i) Class treatment provides manageable judicial treatment calculated to
14 bring a efficient and rapid conclusion to all litigation of all wage and
15 hour related claims arising out of the conduct of DEFENDANT as to
16 the members of the CALIFORNIA LABOR SUB-CLASS.

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18 **FIRST CAUSE OF ACTION**

19 **For Unlawful Business Practices**

20 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

21 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

22 49. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
23 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
24 this Complaint.

25 50. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
26 Code § 17021.

27 51. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”)
28 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.

1 Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to
2 unfair competition as follows:

3 Any person who engages, has engaged, or proposes to engage in unfair
4 competition may be enjoined in any court of competent jurisdiction. The court
5 may make such orders or judgments, including the appointment of a receiver,
6 as may be necessary to prevent the use or employment by any person of any
7 practice which constitutes unfair competition, as defined in this chapter, or as
8 may be necessary to restore to any person in interest any money or property,
9 real or personal, which may have been acquired by means of such unfair
10 competition.

11 Cal. Bus. & Prof. Code § 17203.

12 52. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Industrial Wage Order(s), the California Code of Regulations and the California
15 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
16 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
17 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
18 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
19 held to constitute unfair competition, including restitution of wages wrongfully withheld.

20 53. By the conduct alleged herein, DEFENDANT's practices were unlawful and
21 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
22 unscrupulous or substantially injurious to employees, and were without valid justification or
23 utility for which this Court should issue equitable and injunctive relief pursuant to Section
24 17203 of the California Business & Professions Code, including restitution of wages
25 wrongfully withheld.

26 54. By the conduct alleged herein, DEFENDANT's practices were deceptive and
27 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
28 meal and rest periods, the required amount of compensation for missed meal and rest
periods and overtime and minimum wages owed, failed to timely pay wages, and failed to
reimburse all necessary business expenses incurred, and failed to provide Fair Labor
Standards Act overtime wages due for overtime worked as a result of failing to include non-

1 discretionary incentive compensation into their regular rates of pay for purposes of
2 computing the proper overtime pay due to a business practice that cannot be justified,
3 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
4 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
5 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
6 restitution of wages wrongfully withheld.

7 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
8 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
9 the other members of the CALIFORNIA CLASS to be underpaid during their employment
10 with DEFENDANT.

11 56. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
12 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
13 provide all legally required meal breaks to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

15 57. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
16 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
17 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
18 pay for each workday in which a second off-duty meal period was not timely provided for
19 each ten (10) hours of work.

20 58. PLAINTIFF further demands on behalf of himself and each member of the
21 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
22 duty paid rest period was not timely provided as required by law.

23 59. By and through the unlawful and unfair business practices described herein,
24 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
25 the other members of the CALIFORNIA CLASS, including earned wages for all time
26 worked, and has deprived them of valuable rights and benefits guaranteed by law and
27 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
28 allow DEFENDANT to unfairly compete against competitors who comply with the law.

1 60. All the acts described herein as violations of, among other things, the
2 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
3 California Labor Code, were unlawful and in violation of public policy, were immoral,
4 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
5 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
6 *seq.*

7 61. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
8 to, and do, seek such relief as may be necessary to restore to them the money and property
9 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
10 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
11 unfair business practices, including earned but unpaid wages for all time worked.

12 62. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
13 entitled to, and do, seek a declaration that the described business practices are unlawful,
14 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
15 from engaging in any unlawful and unfair business practices in the future.

16 63. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
17 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
18 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
19 unabated. As a result of the unlawful and unfair business practices described herein,
20 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
21 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
22 from continuing to engage in these unlawful and unfair business practices.

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1 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
3 wage pay.

4 71. In committing these violations of the California Labor Code, DEFENDANT
5 inaccurately calculated the correct time worked and consequently underpaid the actual time
6 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
7 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
8 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
9 requirements and other applicable laws and regulations.

10 72. As a direct result of DEFENDANT's unlawful wage practices as alleged
11 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
12 not receive the correct minimum wage compensation for their time worked for
13 DEFENDANT.

14 73. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
15 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
16 Members to work without paying them for all the time they were under DEFENDANT's
17 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
18 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
19 that they were entitled to, constituting a failure to pay all earned wages.

20 74. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
21 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
22 CLASS for the true time they worked, PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
24 economic injury in amounts which are presently unknown to them and which will be
25 ascertained according to proof at trial.

26 75. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
28 time worked. DEFENDANT elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
2 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
3 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
4 wages for their time worked.

5 76. In performing the acts and practices herein alleged in violation of California
6 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
7 CLASS for all time worked and provide them with the requisite compensation,
8 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
9 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
10 with a conscious and utter disregard for their legal rights, or the consequences to them, and
11 with the despicable intent of depriving them of their property and legal rights, and otherwise
12 causing them injury in order to increase company profits at the expense of these employees.

13 77. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
14 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
15 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
16 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
17 extent minimum wage compensation is determined to be owed to the CALIFORNIA
18 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
19 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
20 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
21 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
22 conduct as alleged herein was willful, intentional and not in good faith. Further,
23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
24 and recover statutory costs.

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1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code § 510]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 78. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
8 paragraphs of this Complaint.

9 79. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
11 California Labor Code and the Industrial Welfare Commission requirements for
12 DEFENDANT's failure to pay these employees for all overtime worked, including, work
13 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
14 and/or forty (40) hours in any workweek.

15 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
16 public policy, an employer must timely pay its employees for all hours worked.

17 81. Cal. Lab. Code § 510 further provides that employees in California shall not
18 be employed more than eight (8) hours per workday and more than forty (40) hours per
19 workweek unless they receive additional compensation beyond their regular wages in
20 amounts specified by law.

21 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
22 wages, including minimum wage and overtime compensation and interest thereon, together
23 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
24 employee for longer hours than those fixed by the Industrial Welfare Commission is
25 unlawful.

26 83. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
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1 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
2 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
3 including overtime work.

4 84. DEFENDANT's unlawful wage and hour practices manifested, without
5 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
6 implementing a policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
10 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
11 workweek.

12 85. In committing these violations of the California Labor Code, DEFENDANT
13 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
14 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
15 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
16 violation of the California Labor Code, the Industrial Welfare Commission requirements
17 and other applicable laws and regulations. As a direct result of DEFENDANT's unlawful
18 wage practices as alleged herein, the PLAINTIFF and the other members of the
19 CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime
20 worked.

21 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
22 from the overtime requirements of the law. None of these exemptions are applicable to the
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
24 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
25 subject to a valid collective bargaining agreement that would preclude the causes of action
26 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
27 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
28 of non-negotiable, non-waiveable rights provided by the State of California.

1 87. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
3 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

4 88. DEFENDANT failed to accurately pay the PLAINTIFF and the other
5 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
6 worked which was in excess of the maximum hours permissible by law as required by Cal.
7 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
8 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
9 as to which DEFENDANT failed to accurately record and pay as evidenced by
10 DEFENDANT's business records and witnessed by employees.

11 89. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
13 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
14 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
15 economic injury in amounts which are presently unknown to them and which will be
16 ascertained according to proof at trial.

17 90. DEFENDANT knew or should have known that PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
19 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
20 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
21 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
22 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

23 91. In performing the acts and practices herein alleged in violation of California
24 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
25 CLASS for all overtime worked and provide them with the requisite overtime compensation,
26 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
27 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 with a conscious of and utter disregard for their legal rights, or the consequences to them,

1 and with the despicable intent of depriving them of their property and legal rights, and
2 otherwise causing them injury in order to increase company profits at the expense of these
3 employees.

4 92. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS therefore request recovery of all overtime wages, according to proof, interest,
6 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
7 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
8 extent minimum and/or overtime compensation is determined to be owed to the
9 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
10 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
11 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
12 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
14 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
15 are entitled to seek and recover statutory costs.

16
17 **FOURTH CAUSE OF ACTION**

18 **For Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 94. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
26 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
27 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
28 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA

1 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
2 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
3 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
4 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
5 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
6 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
7 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
8 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
9 second off-duty meal period in some workdays in which these employees were required by
10 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
11 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
12 breaks without additional compensation and in accordance with DEFENDANT's strict
13 corporate policy and practice.

14 95. DEFENDANT further violates California Labor Code §§ 226.7 and the
15 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
16 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
17 the applicable Wage Order, one additional hour of compensation at each employee's regular
18 rate of pay for each workday that a meal period was not provided.

19 96. As a proximate result of the aforementioned violations, PLAINTIFF and
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
21 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
22 suit.

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1 **FIFTH CAUSE OF ACTION**

2 **For Failure to Provide Required Rest Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 97. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 98. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
10 from time to time required to work in excess of four (4) hours without being provided ten
11 (10) minute rest periods. Further, these employees from time to time were denied their first
12 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
13 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
14 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
15 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

16 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
17 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
18 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
19 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

20 99. DEFENDANT further violated California Labor Code §§ 226.7 and the
21 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
22 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
23 the applicable Wage Order, one additional hour of compensation at each employee's regular
24 rate of pay for each workday that rest period was not provided.

25 100. As a proximate result of the aforementioned violations, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
27 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
28 suit.

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1 wage statements should reflect all applicable hourly rates during the pay period and the total
2 hours worked, and the applicable pay period in which the wages were earned pursuant to
3 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
4 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
5 such information. More specifically, the wage statements failed to identify the accurate total
6 hours worked each pay period. When the hours shown on the wage statements were added
7 up, they did not equal the actual total hours worked during the pay period in violation of Cal.
8 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
9 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
10 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
11 to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
12 CLASS with wage statements which violated Cal. Lab. Code § 226.

13 104. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
14 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
15 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
16 expended calculating the correct wages for all missed meal and rest breaks and the amount
17 of employment taxes which were not properly paid to state and federal tax authorities.
18 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
19 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
20 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
21 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
22 226, in an amount according to proof at the time of trial (but in no event more than four
23 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
24 CALIFORNIA LABOR SUB-CLASS herein).

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1 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
2 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
3 these expenses as an employer is required to do under the laws and regulations of California.

4 108. PLAINTIFF therefore demands reimbursement for expenditures or losses
5 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
6 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
7 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

8
9 **EIGHTH CAUSE OF ACTION**

10 **For Failure to Pay Wages When Due**

11 **[Cal. Lab. Code §§ 201, 202, 203]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
13 **and Against All Defendants)**

14 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
15 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
16 paragraphs of this Complaint.

17 110. Cal. Lab. Code § 200 provides, in relevant part, that:

18 As used in this article:

19 (a) "Wages" includes all amounts for labor performed by employees of
20 every description, whether the amount is fixed or ascertained by the
21 standard of time, task, piece, Commission basis, or other method of calculation.

22 (b) "Labor" includes labor, work, or service whether rendered or
23 performed under contract, subcontract, partnership, station plan, or other
24 agreement if the labor to be paid for is performed personally by the person
25 demanding payment.

26 111. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately."

112. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
later than 72 hours thereafter, unless the employee has given 72 hours
previous notice of his or her intention to quit, in which case the employee
is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-

1 hour notice shall be entitled to receive payment by mail if he or she so
2 requests and designates a mailing address. The date of the mailing shall
3 constitute the date of payment for purposes of the requirement to provide
4 payment within 72 hours of the notice of quitting.

5 113. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
6 SUB-CLASS Members' employment contract.

7 114. Cal. Lab. Code § 203 provides, in relevant part, that:

8 If an employer willfully fails to pay, without abatement or reduction, in
9 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
10 employee who is discharged or who quits, the wages of the employee shall
11 continue as a penalty from the due date thereof at the same rate until paid
12 or until an action therefor is commenced; but the wages shall not continue
13 for more than 30 days.

14 115. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
15 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
16 owed as required by law. Additionally, at all times during the term of PLAINTIFF's
17 employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
18 Members earned and accrued vested vacation and holiday time on the date of their
19 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
20 law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-
21 CLASS Members earned and accumulated is evidenced by DEFENDANT's business
22 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
24 such wages at the regular rate of pay and more specifically the final rate of pay that included
25 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
26 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other
27 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
28 including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-
discretionary incentive compensation into the vacation wage payment calculations.
DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation
upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful

1 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the
2 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
3 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA
4 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
5 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
6 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA
7 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
8 PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
9 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
10 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
11 provide compensation for earned, accrued and vested vacation and holiday time, as well as
12 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
13 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
14 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy
15 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday
16 time accumulated at employment termination violated and continues to violate Section 227.3
17 of the California Labor Code.

18 116. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
19 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
20 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
21 of pay as penalty for not paying all wages due at time of termination for all employees who
22 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
23 demands an accounting and payment of all wages due, plus interest and statutory costs as
24 allowed by law.

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1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Sick Pay Wages**

3 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

5 **and Against All Defendants)**

6 117. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 118. Cal Lab. Code § 233 provides that an employer must permit an employee to
10 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
11 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
12 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
13 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
14 right to sick pay wages, which an employer must calculate and compensate based on one of
15 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
16 same manner as the regular rate of pay for the workweek in which the employee uses paid
17 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
18 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
19 total wages, not including overtime premium pay, by the employee's total hours worked in
20 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
21 233, employees may sue to recover underpaid sick pay wages as damages.

22 119. As a matter of policy and practice, DEFENDANT pays sick pay wages to
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
24 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
25 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
26 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
27 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
28 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-

1 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
2 employee's total wages, not including overtime premium pay, by the employee's total hours
3 worked in the full pay periods of the prior 90 days of employment. As a result,
4 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
5 CALIFORNIA LABOR-SUB-CLASS.

6 120. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
7 during each calendar month and are to be paid no later than the payday for the next regular
8 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
9 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
10 no later than the payday for the next regular payroll period after accrued sick leave is used as
11 paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an
12 employee, wages earned and unpaid at the time of discharge are due and payable
13 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
14 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
15 the employee has given 72-hour notice of his or her intention to quit, in which case the
16 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
17 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
18 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
19 wages of the employee shall continue as a penalty from the due date, and at the same rate
20 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
21 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
22 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
23 sue to recover applicable penalties.

24 121. As alleged herein and as a matter of policy and practice, DEFENDANT
25 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
26 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
27 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
28 among other Labor Code provisions. PLAINTIFF is informed and believes that

1 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
2 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
3 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
4 include those benefits to which an employee is entitled as a part of his or her compensation,
5 including money, room, board, clothing, vacation pay, *and sick pay.*" *Murphy v. Kenneth*
6 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
7 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
8 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
9 penalties.

10 122. Such a pattern, practice, and uniform administration of corporate policy is
11 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
12 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
13 attorney's fees, and costs of suit.

14
15 **TENTH CAUSE OF ACTION**

16 **For Failure to Provide Reasonable Accommodation**

17 **[Cal. Gov. Code § 12940(m)]**

18 **(By PLAINTIFF and Against All Defendants)**

19 123. PLAINTIFF realleges and incorporates by reference, as though fully set forth
20 herein, the prior paragraphs of this Complaint.

21 124. DEFENDANT was an employer who met all of the requirements set forth under
22 the California Fair Employment and Housing Act.

23 125. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code
24 § 12926(j).

25 126. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code
26 § 12926(m).

27 127. DEFENDANT was aware that PLAINTIFF suffered from a mental and physical
28 disability as set forth herein.

1 128. On or around June 13, 2022, PLAINTIFF sustained an injury while working for
2 DEFENDANT. PLAINTIFF consulted with a doctor at an urgent care clinic regarding health
3 issues PLAINTIFF had been experiencing after the injury. PLAINTIFF's doctor diagnosed
4 PLAINTIFF as having a fractured elbow, and advised PLAINTIFF to have DEFENDANT
5 accommodate his injury and modify his work duties. PLAINTIFF adhered to the doctor's orders
6 and requested accommodations from DEFENDANT that would allow PLAINTIFF to avoid
7 lifting or pulling heavy objects. PLAINTIFF's DR. gave PLAINTIFF clearance to return to
8 work on June 17, 2022 with these modified restrictions in place. PLAINTIFF relayed all this
9 information to DEFENDANT's Clinical Coordinator and his superior, Desiree Thomas, on or
10 around June 17, 2022. A few hours later, on or around June 17, 2022, PLAINTIFF received a
11 call from DEFENDANT's Recruiter, Jovita Franklin stating DEFENDANT was terminating
12 PLAINTIFF's employment due to the modified restriction placed on his work. DEFENDANT
13 terminated PLAINTIFF's employment in violation of various fundamental public policies
14 underlying both state and federal laws. Specifically, PLAINTIFF's employment was terminated
15 in part because of his protected status (i.e., disability, medical leave, and/or good faith
16 complaints). These actions were in violation of FEHA, the California Constitution, and
17 California Labor Code Section 1102.5. DEFENDANT's termination letter further informed
18 PLAINTIFF that in addition to being out of a job, his health coverage under DEFENDANT's
19 plan was also immediately terminated. PLAINTIFF suffered mental and physical issues as a
20 result of the stress caused by DEFENDANT's failure to accommodate his requests. Shortly after
21 submitting her formal request to accommodate his disability, DEFENDANT terminated his
22 employment. Prior to filing this action PLAINTIFF exhausted his administrative remedies by
23 filing a timely administrative complaint with the Department of Fair Employment and Housing
24 ("DFEH") and received a DFEH Right to Sue letter on _____

25 129. DEFENDANT discriminated against and failed to reasonably accommodate
26 PLAINTIFF for his physical disabilities. PLAINTIFF herein alleges that the actions taken by
27 employees of DEFENDANT against PLAINTIFF occurred within the normal scope and course
28 of these individuals' employment with DEFENDANT. PLAINTIFF further alleges that these

1 employees were PLAINTIFF's supervisors while PLAINTIFF was employed by
2 DEFENDANT. However, PLAINTIFF's request for accommodation fell on deaf ears, as
3 DEFENDANT failed to respond to and accommodate PLAINTIFF's requests. PLAINTIFF
4 requested disability accommodation and raised complaints while he worked for DEFENDANT
5 and DEFENDANT retaliated against PLAINTIFF by taking adverse employment actions,
6 including denial of employment opportunities and privileges.

7 130. DEFENDANT failed to provide PLAINTIFF with reasonable accommodation for
8 his physical disabilities.

9 131. As a direct and proximate result of DEFENDANT refusing to provide
10 PLAINTIFF with reasonable accommodation, PLAINTIFF was met with a series of adverse
11 employment actions as set forth herein. As a further direct result of DEFENDANT's failure to
12 provide PLAINTIFF with a reasonable accommodation, PLAINTIFF was harmed in the form
13 of emotional and physical pain and suffering.

14 132. DEFENDANT's failure to provide reasonable accommodation was a substantial
15 factor in causing PLAINTIFF's harm.

16 133. The actions alleged herein were taken by managing agents and/or officers of
17 DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so
18 doing, said managing agents and/or officers of DEFENDANT acted with malice and oppression
19 as those terms are used in California Code of Civil Procedure § 3294. As such, PLAINTIFF is
20 entitled to an award of punitive damages.

21 134. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs
22 pursuant to Cal. Gov. Code § 12965(b).

23
24 **ELEVENTH CAUSE OF ACTION**

25 **Wrongful Termination In Violation of Public Policy 1102.5 Whistle Blower Retaliation**
26 **(By PLAINTIFF Against All Defendants)**

27 135. PLAINTIFF realleges and incorporates by reference, as though fully set forth
28 herein, the prior paragraphs of this Complaint.

1 136. On or around June 13, 2022, PLAINTIFF sustained an injury while working
2 for DEFENDANT. PLAINTIFF consulted with a doctor at an urgent care clinic regarding
3 health issues PLAINTIFF had been experiencing after the injury. PLAINTIFF's doctor
4 diagnosed PLAINTIFF as having a fractured elbow, and advised PLAINTIFF to have
5 DEFENDANT accommodate his injury and modify his work duties. PLAINTIFF adhered to
6 the doctor's orders and requested accommodations from DEFENDANT that would allow
7 PLAINTIFF to avoid lifting or pulling heavy objects. PLAINTIFF's DR. gave PLAINTIFF
8 clearance to return to work on June 17, 2022 with these modified restrictions in place.
9 PLAINTIFF relayed all this information to DEFENDANT's Clinical Coordinator and his
10 superior, Desiree Thomas, on or around June 17, 2022. A few hours later, on or around June
11 17, 2022, PLAINTIFF received a call from DEFENDANT's Recruiter, Jovita Franklin
12 stating DEFENDANT was terminating PLAINTIFF's employment due to the modified
13 restriction placed on his work. DEFENDANT terminated PLAINTIFF's employment in
14 violation of various fundamental public policies underlying both state and federal laws.
15 Specifically, PLAINTIFF's employment was terminated in part because of his protected
16 status (i.e., disability, medical leave, and/or good faith complaints). These actions were in
17 violation of FEHA, the California Constitution, and California Labor Code Section 1102.5.
18 DEFENDANT's termination letter further informed PLAINTIFF that in addition to being
19 out of a job, his health coverage under DEFENDANT's plan was also immediately
20 terminated. PLAINTIFF suffered mental and physical issues as a result of the stress caused
21 by DEFENDANT's failure to accommodate his requests. Shortly after submitting his formal
22 request to accommodate his disability, DEFENDANT terminated his employment. As a
23 result, there is a causal link between the protected activity and DEFENDANT's decision to
24 terminate his employment, which is against public policy.

25 137. PLAINTIFF raised complaints of illegality while he worked for
26 DEFENDANT and was believed to be willing to raise complaints, and DEFENDANT
27 retaliated against him by taking adverse employment actions, including employment
28 termination, against him.

138. As a proximate result of DEFENDANT’S willful, knowing, and intentional, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

139. As a result of DEFENDANT'S adverse employment actions against PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to proof.

140. DEFENDANT’S misconduct was committed intentionally, in a malicious, oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANT.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,
- D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

- 1 B) Compensatory damages, according to proof at trial, including compensatory
2 damages for minimum and overtime compensation due PLAINTIFF and the other
3 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
4 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
5 statutory rate;
- 6 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
7 in which a violation occurs and one hundred dollars (\$100) per each member of
8 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
9 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
10 an award of costs for violation of Cal. Lab. Code § 226;
- 11 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
12 the applicable IWC Wage Order;
- 13 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
14 1197;
- 15 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
16 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
17 costs of suit.; and,
- 18 G) The wages of all terminated employees in the CALIFORNIA LABOR
19 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
20 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

21 3. On behalf of PLAINTIFF for the Tenth and Eleventh causes of action:

- 22 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.
- 23 B) Special and General damages according to proof;
- 24 C) Statutory damages, penalties and attorney's fees;
- 25 D) For punitive damages in an amount necessary to make an example of and to
26 punish DEFENDANT and deter DEFENDANT from engaging in future similar
27 conduct;
- 28 E) For loss of earnings (both past and future); and,

- 1 F) For interest at the legal rate in an amount according to proof.
- 2 4. On all claims:
- 3 A) An award of interest, including prejudgment interest at the legal rate;
- 4 B) Such other and further relief as the Court deems just and equitable; and,
- 5 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
- 6 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
- 7 and/or §2802.

8 Dated: October 20, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

9

10 By: _____

11 Norman B. Blumenthal

Nicholas J. De Blouw

12 *Attorneys for Plaintiff*

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: October 20, 2023 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

April 26, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for SnapMedTech, Inc.:
CT Corporation System (C0168406)
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

SnapMedTech, Inc.:
999 Peachtree Street NE, Suite 2750
Atlanta, GA 30309

SnapMedTech, Inc.:
1201 Peachtree St.
NE Bldg. 400 Suite 1800
Atlanta, GA 30361

Re: *Gabrielle B. Yarbrough v. SnapMedTech, Inc.*

Dear Labor and Workforce Development Agency; SnapMedTech, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by SnapMedTech, Inc. and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 558 and 558.1 ("Respondent"), and the facts and theories in support of said allegations. This firm represents Gabrielle B. Yarbrough ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondent

The specific provisions of the Labor Code allegedly violated by Respondent and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondent

Claimant and other aggrieved employees worked for Respondent in California as non-exempt employees. Claimant was employed by Respondent in California within the past year.

During the past year, Respondent failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call and on premises during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondent violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondent failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during and on premises rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondent violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondent failed to pay Claimant and other aggrieved employees at least the legal minimum wage, straight time wage, sick pay, and overtime wage at the correct rate of pay (in violation of Labor Code sections 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondent's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay for training time such as the self-study training, failing to pay wages using the appropriate regular rate of pay (e.g., excluding per diem pay, guaranteed overtime differentials, or other incentive pay) or the required minimum wage, rounding time to the employer's advantage, failing to provide sick pay, paying for scheduled time rather than actual time worked, failing to pay overtime correctly on overnight shifts, and/or failing to pay for all recorded time, among other reasons. Respondent failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondent, such as cell phone use. As such, Respondent violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondent violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, failed to list rates of pay in certain wage statements, and listed an incorrect employer entity name at various times such as SnapNurse, among other violations.

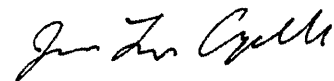
Respondent violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondent violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondent due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondent. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

EXHIBIT 6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

Trevor G. Moran (State Bar #330394)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROGESTER HARRISON and GABRIELLE
B. YARBROUGH, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

v.

SNAPMEDTECH, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00053835-CU-OE-CTL

**DECLARATION OF ANTHONY ROGERS
OF ILYM GROUP, INC.**

Action Filed: December 11, 2023

DECLARATION OF ANTHONY ROGERS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 Senior VP for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class
5 action services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have
6 personal knowledge of the facts herein, and, if called upon to testify, I could and would testify
7 competently to such facts.

8 2. ILYM Group has extensive experience in disseminating PAGA settlements and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and
12 correct copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class
13 action administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
14 ILYM Group is insured with E&O and Cyber Insurance policies.

15 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
16 counsel in the *Harrison v. SnapMedTech, Inc.* matter.

17 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
18 number to receive correspondence and inquiries from aggrieved employees. After receiving the data
19 file from Defendant, which should contain the aggrieved employees’ names, last known addresses, and
20 social security numbers, ILYM Group will upload the data into our database and check for duplicates
21 and other possible discrepancies.

22 5. As part of the preparation for notice and disbursement, ILYM Group will process
23 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”)
24 database, maintained by the United States Postal Service (“USPS”), to update and confirm the mailing
25 addresses of the aggrieved employees before the mailing of the notice. To the extent an updated address
26 is found in the NCOA database, ILYM Group will use the updated address for mailing the notice. If
27 ILYM Group does not locate an updated address in the NCOA database, it will use the original address
28 provided by Defendant for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but not limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

7. ILYM Group's fees associated with the administration of this settlement are:
\$5,350.00.

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

Anthony Rogers
Anthony Rogers

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
--	-----

EXHIBIT “C”

Case Name: Yarbrough v. SnapMed Tech
Wednesday, September 3, 2025

Requesting Attorney:

Alexander G.L. Davies Esq.
Aegis Law Firm, PC
adavies@aegislawfirm.com
949.379.6250

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	392
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,434.32
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,345.68
Case Conclusion:	\$570.00

Estimated ILYM Fees & Expenses: \$5,350.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Yarbrough v. SnapMed Tech

Wednesday, September 3, 2025

Requesting Attorney's Name: Alexander G.L. Davies Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$125.00	1	\$125.00
Toll-Free Customer Service Representative	Flat Rate	\$169.32	1	\$169.32

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,434.32

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	392	\$588.00
USPS First Class 1oz Postage	Per Piece	\$0.74	392	\$290.08
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	59	\$117.60
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,345.68

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$570.00

Estimated ILYM Fees & Expenses: \$5,350.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.