

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
6 Christine T. LeVu (State Bar #288271)
7 Adolfo Sanchez Contreras (State Bar #354371)
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Telephone: (858)551-1223
11 Facsimile: (858) 551-1232
12 Website: www.bamlawca.com

13 Attorneys for Plaintiff

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SACRAMENTO**

16 TIKIA HOPKINS, an individual, on behalf
17 of herself and on behalf of all persons
18 similarly situated,

19 Plaintiff,

20 vs.

21 CHILD ACTION, INC., a Corporation;
22 and DOES 1 through 50, inclusive,

23 Defendants

CASE NO.: 24CV002513

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

Hearing Date: May 15, 2026

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Orders dated October 20,
2025 and January 13, 2026]*

Judge: Hon. Jill H. Talley

Dept: 8A

Date Filed: February 13, 2024

Trial Date: Not set

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

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

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

25
26 3. Checklist of Approval of Class Action Settlement and/or PAGA Settlements - In
27 compliance with Sacramento Superior Court, Local Rule 2.99.05, I attest that (1) I have reviewed the
28 Checklist of Approval of Class Action Settlement and/or PAGA Settlements ("Checklist") and (2)

1 Plaintiff's motion papers were prepared in compliance with the Checklist. The following is an
2 identification of each item in the Motions for Final Approval of Settlements (II) checklist with numbers
3 corresponding to the number in the checklist:

4 (a) The following is a table of the key financial terms of the Class Action and PAGA
5 Settlement and the proposed deductions (Agreement at 3.2):

6 **\$1,000,000** (Gross Settlement Amount)

- 7 - \$15,000 (Plaintiff's proposed service awards - not to exceed amount)
- 8 - \$28,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 9 - \$333,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 10 - \$25,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 11 - \$10,000 (Administration Expenses Payment)

12 **\$588,667** (Net Settlement Amount)

13 (b) Declaration of Class Counsel. See paragraph 2 above, 8-16 below.

- 14 a. See paragraph 2, 13 below and Exhibit #1 hereto.
- 15 b. See paragraph 13 below and Exhibit #3 hereto.
- 16 c. See paragraph 13 below and Exhibit #3 hereto.
- 17 d. See paragraphs 15-16 below and Exhibit #5 hereto.
- 18 e. See paragraph 13(A)-(C) below.
- 19 f. See paragraph 14 below and Exhibit #3 hereto.
- 20 g. See paragraph 14 below and Exhibit #3 hereto.

21
22 4. Summary of the Proposed Settlement.

23 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement
24 (the "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Child
25 Action, Inc. ("Defendant") reached a full and final settlement of the above-captioned action, which is
26 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
27 the Gross Settlement Amount to be paid by Defendant is One Million Dollars (\$1,000,000) (the
28 "Gross Settlement Amount") (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross

1 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments
2 to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation
3 Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
4 Payment to the Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

5 (b) The Gross Settlement Amount does not include Defendant's share of payroll
6 taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to
7 Defendant. (Agreement at ¶ 3.1.)

8 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to
9 pay payroll taxes thereon no sooner than October 1, 2026, but no later than 14 days after the Effective
10 Date if the Effective Date is after October 1, 2026. (Agreement at ¶ 4.3.) The distribution of
11 Individual Class Payments to Participating Class Members will be made within 14 days after
12 Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

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

25 (e) Class Members were sent the Court approved Class Notice using the procedure
26 approved by the Court by mailing the notice packets after updating class members' addresses using
27 the National Change of Address database and, for any notice packets returned as undeliverable. See
28 Declaration of Madely Nava ("Nava Decl.") ¶¶ 6-7. Class Members were provided with the

1 opportunity to exclude themselves or "opt out" if they did not want to participate in the settlement.
2 (Agreement at ¶ 8.5, Ex. A.) Nava Decl. ¶¶ 10-12, Exh. A. No Class Member objected and only one
3 Class Members submitted requests for exclusion. Nava Decl. ¶¶ 11-12. Therefore, nearly the entire
4 Class (99.69%) are deemed Participating Class Members who are bound by the Settlement and will be
5 entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
6 including those who submit an opt-out request, will still be paid their allocation of the PAGA
7 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their
8 request for exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will
9 advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
10 (Agreement at ¶¶ 8.6 and 8.7, and Ex. A.)

11 (f) Participating Class Members must cash their Individual Class Payment check
12 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
13 180 days will be voided and any funds represented by such checks sent to a Cy Pres Recipient under
14 California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

15 (g) Apex Class Action was appointed by the Court as the Administrator for the
16 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid
17 for settlement administration in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).) As set
18 forth in the Nava Decl. at ¶ 16, the Administration Expenses Payment, including fees and costs
19 incurred to-date, as well as anticipated fees and costs for completion of the settlement administration,
20 are \$8,250.

21 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded
22 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
23 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
24 Counsel Litigation Expenses Payment in an amount not to exceed \$28,000. (Agreement at ¶ 3.2(b).)
25 Subject to Court approval, the Agreement provides for a payment of no more than \$15,000 for the
26 Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these
27 requests for attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing
28 evidentiary support, including lodestar.

1 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross
2 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
3 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$25,000. (Agreement at ¶¶
4 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment
5 shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency
6 (“LWDA”) as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to
7 be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay
8 Periods.¹ (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has
9 been served with this motion and the Agreement.

10 (j) The Settlement is fair, adequate and reasonable to the class and should be finally
11 approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that
12 the settlement is “fair, adequate, and reasonable.” (Preliminary Approval Order at 3:14-15.) In sum,
13 the Settlement valued at \$1,000,000 is an excellent result for the Class. This result is particularly
14 favorable in light of the fact that liability and class certification in this case were far from certain in
15 light of the defenses asserted by Defendant. Given the complexities of this case, the defenses
16 asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal,
17 the proposed settlement is fair, reasonable and adequate, and should be finally approved.

18
19 5. Procedural status of the settlement - In accordance with the Preliminary Approval
20 Orders dated October 20, 2025 and January 13, 2026 (“Preliminary Approval Order”), the approved
21 Class Notice has been disseminated to the Class. On January 16, 2026, the Administrator mailed the
22 Court-approved Class Notice to the Class Members, which provided each class member with the
23 terms of the Settlement, including notice of the claims at issue and the financial terms of the
24 settlement, including the attorneys' fees, costs, and service award that were being sought, how
25 individual settlement awards would be calculated, and the specific, estimated payment amount to that
26

27
28 ¹ This PAGA Action was filed prior to June 2024, and therefore the prior version of Labor Code
¶2699 applies to the 75/25 allocation.

1 individual. See Declaration of Madely Nava (“Nava Decl.”) ¶ 7, Exh. A. In disseminating the notice,
2 the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval
3 Order. Significantly, there have been no objections and only one (1) request to opt-out. Nava Decl. ¶¶
4 11-12. As such, the nearly the entire Class (99.69%) will participate in the Settlement and will be sent
5 a settlement check. *See* Nava Decl. at ¶¶ 11-14.

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

15
16 7. Procedural History of the Litigation

17 (a) On October 23, 2023, Plaintiff filed with the LWDA and served on Defendant a
18 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
19 penalties on behalf of Aggrieved Employees for various Labor Code violations.

20 (b) On February 13, 2024, Plaintiff commenced this Action by filing a Class Action
21 Complaint against Defendant in the Superior Court of the State of California, County of
22 Sacramento (the “Class Action”). This Class Action Complaint asserted class claims against
23 Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
24 failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
25 (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4)
26 failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure
27 to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to
28 provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to

1 to reimburse employees for required expenses in violation of California Labor Code § 2802; (8)
2 failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
3 (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246. On
4 February 14, 2024, Plaintiff filed a separate Representative Action Complaint against Defendant (the
5 “PAGA Action”). Plaintiff’s Representative Action Complaint asserted claims against Defendant for
6 Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for alleged violations of Labor Code §§ 201,
7 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
8 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
9 California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the
10 applicable Wage Order(s).

11 (c) On July 16, 2024, Plaintiff filed a First Amended Complaint in the Class Action
12 which added PAGA claim and all of the factual allegations and theories of ability from the PAGA
13 Action. The First Amended Complaint is the operative complaint in the Action (the “Operative
14 Complaint”). The separate PAGA Action was dismissed without prejudice on August 23, 2024.

15 (d) Over the course of litigation, the Parties engaged in the investigation of the
16 claims, including informal discovery, and the production of documents, class data, and other
17 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the
18 Action. The information for mediation obtained by Plaintiff included: (1) data concerning the class;
19 (2) payroll data and time punch data for the class covering 49,054 shifts worked and 11,292
20 workweeks; (3) Defendant’s wage and hour policies; (4) the employment file for the Plaintiff; and, (5)
21 samples of wage statements provided by Defendant. As such, Class Counsel received the data and
22 information for the Class, which was sufficient for Plaintiff’s expert to prepare the valuations of the
23 claims for the Class.

24 (e) Class Counsel has extensive experience in litigating wage and hour class actions
25 in California. The Parties have intelligently litigated the Action since inception. During the course of
26 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
27 Defendant have engaged in significant research and investigation in connection with the Action.
28 Plaintiff obtained informal discovery and the production of relevant documents and data from the

1 Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of
2 this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

3 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a
4 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
5 documents and information in connection with the Action. On March 3, 2025, the Parties participated
6 in an all-day mediation presided over by David Rotman, a respected mediator of wage and hour
7 representative and class actions. Following the mediation, each side, represented by its respective
8 counsel, were able to agree to settle the Action based upon a mediator's proposal which was
9 memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the
10 settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
11 contentious.

12 (g) Although a settlement has been reached, Defendant denies any liability or
13 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
14 any purpose other than settlement, the Action is appropriate for class and/or representative treatment.
15 Defendant contends, among other things, that it has complied at all times with the California Labor
16 Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that
17 class certification is inappropriate for any reason other than for settlement. Plaintiff contends that
18 Defendant violated California wage and hour laws. Plaintiff further contends that the Action is
19 appropriate for class certification on the basis that the claims meet the requisites for class
20 certification. Without admitting that class certification is proper, Defendant has stipulated that the
21 above Class may be certified for settlement purposes only. (Agreement at ¶ 2.7). The Parties agree
22 that certification for settlement purposes is not an admission that class certification is proper. Further,
23 the Agreement is not admissible in this or any other proceeding as evidence that the Class could be
24 certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree
25 that the requisites for establishing class certification with respect to the Class are satisfied.

26 (h) Class Counsel has conducted an investigation into the facts of the class action.

27 Informal discovery was obtained, which included the production of data and documents.

28 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the

1 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
2 possessed sufficient information to make an informed judgment regarding the likelihood of success
3 on the merits and the results that could be obtained through further litigation. In addition, Class
4 Counsel previously negotiated settlements with other employers in actions involving nearly identical
5 issues and analogous defenses. Based on the foregoing data and their own independent investigation,
6 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms set
7 forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light
8 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
9 Defendant, and potential appellate issues.

11 8. History of Settlement Discussions

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

18 (b) The Parties attended an arms-length mediation session with David Rottman, a
19 respected jurist and experienced mediator of wage and hour class actions, in order to reach this
20 Settlement. In preparation for the mediation, Defendant provided Class Counsel with payroll and
21 employment data and other information regarding the Class Members, various internal documents,
22 and other compensation and employment-related materials. Class Counsel analyzed the data with the
23 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
24 mediator. The final settlement terms were negotiated and set forth in the Agreement.

25 (c) From May 2025 to July 2025, the initial settlement agreement and exhibits
26 thereto were finalized and executed. On October 20, 2025, the Court issued its Order granting
27 preliminary approved of the settlement as fair, adequate, and reasonable to the Class.

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

3
4 9. The outcome of this case would have been uncertain and fraught with risks.

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

25 (b) There was also a significant risk that, if the Action was not settled, Plaintiff
26 would be unable to obtain a certified class and maintain the certified class through trial, and thereby
27 not recover on behalf of any employees other than themselves. At the time of the mediation,
28 Defendant forcefully opposed the propriety of class certification, arguing that individual issues

1 precluded class certification. Further, as demonstrated by the California Supreme Court decision in
2 *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for
3 a class-wide recovery even where the class has been certified. While other cases have approved class
4 certification in wage and hour claims, class certification in this action was hotly disputed and the
5 maintenance of a certified class through trial was by no means a foregone conclusion.

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

21 (d) The Settlement in this case is fair, reasonable and adequate considering
22 Defendant's defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of
23 preliminary approval which discussed the value of the class claims in detail, the Gross Settlement
24 Amount compares favorably to the value of the claims. Based upon 324 Class Members who collectively
25 worked 44,252 Workweeks (Nava Decl., at ¶¶ 14-15), the Gross Settlement Amount provides an average
26 value of \$3,030 per Class Member and \$22.59 per Workweek and after deductions the Net Settlement
27 Amount provides an average recovery of \$1,822.27 per Class Member and a recovery of \$13.34 per
28 Workweek. The calculations to compensate for the amount due for the Class at the time of the mediation

1 were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at
2 issue in this Action, Plaintiff used this expert to analyze the data and determine the potential unpaid
3 wages for the employees. The maximum potential damages were calculated to be \$101,488 for the
4 alleged unpaid wages due to rounding practices, \$61,621 for the alleged underpaid overtime due for shifts
5 over 8 hours, \$2,270 for the alleged unpaid overtime wages due to the miscalculation of the regular rate,
6 \$48 for the alleged unpaid meal premiums due to the miscalculation of the regular rate, \$1,466,544 for
7 alleged meal period damages based upon a 33.5% potential violation rate for shifts observed in the time
8 records and after deduction for meal premiums already paid by Defendant, and \$1,470,374 for alleged
9 rest period damages based upon the same 33.5% potential violation rate observed for meal breaks,
10 \$53,720 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As
11 a result, the total damage valuation was calculated that Defendant was subject to a maximum damage
12 claim in the amount of \$3,156,065. As to potential penalties, Plaintiff calculated that potential waiting
13 time penalties were a maximum of between \$50,247 and \$596,681, depending on the predicate violation,
14 and potential maximum wage statement penalties were \$981,400.² Defendant vigorously disputed
15 Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,000,000
16 represents more than 31% of the maximum value of the alleged damages at issue in this case at the time
17 this Settlement was negotiated.³ Importantly, the recent decision that good faith belief of compliance by
18 the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
19 negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class.
20 The above maximum calculations should then be adjusted in consideration for both the risk of class

21
22 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
23 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
24 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
25 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were
26 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
27 is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
28 and when the wages were due.").

29 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
30 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
31 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Kyle
32 Nordrehaug at ¶33.

1 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
2 settlement as compared to the potential value of claims in this case and the defenses asserted by
3 Defendant, this settlement is fair and reasonable.⁴ Clearly, the goal of this litigation has been met.

4 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with
5 a significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious
6 and substantial defenses both to liability and to class certification. Currently, the maximum and
7 average class member allocation are \$3,602.38 and \$1,822.27, respectively. *See Nava Decl.* ¶ 16.
8 Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the
9 proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

16
17 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

18 10. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And
19 Should Be Enforced

20
21
22 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
27 *Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
28 a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 (a) Class Counsel successfully negotiated a class action settlement which provides
2 for a common fund settlement to be paid by Defendant to the Class in the amount of One Million
3 Dollars (\$1,000,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to
4 an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
5 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
6 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
7 Amount.

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

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

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

21 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal
22 to one-third of the Gross Settlement Amount of \$1,000,000 which equals \$333,333 for attorneys'
23 fees. As part of the Agreement, Defendant also agreed that Class Counsel will also be paid
24 reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to
25 exceed \$28,000. Finally, Defendant also agreed that Plaintiff can be awarded a Class Representative
26 Service Payment in the amount of \$15,000, as her service award under the Agreement.

27 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases
28 involving a significant contingent risk such as this one. Our legal system places unique reliance on

1 private litigants to enforce substantive provisions of employment law through class actions.
2 Therefore, attorneys providing these substantial benefits should be paid an award equal to the amount
3 negotiated in private bargaining that takes place in the legal market place.

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

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

24 (e) At the time this case was brought, the result was far from certain as discussed
25 above at paragraphs 9(a) and 9(b).

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

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

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

11 (h) Class Counsel were required to advance all costs in this litigation. Especially in
12 this type of litigation where the corporate defendant and their attorneys are well funded, this can prove
13 to be very expensive and risky. Accordingly, because the risk of advancing costs in this type of
14 litigation can be significant, it is therefore cost prohibitive to many attorneys. The financial burdens
15 undertaken by Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very
16 substantial. Class Counsel has previously litigated cases and advanced costs, but received no
17 recovery. To date, Class Counsel advanced more than \$25,000 in costs which could not have been
18 recovered if this case had been lost. The Plaintiff also undertook the risk of liability for Defendant's
19 costs had this case not succeeded, as well as other potential negative financial ramifications from
20 having sued Defendant on behalf of the Class. Accordingly, the contingent nature of the fee and the
21 financial burdens on Class Counsel and on Plaintiff also support the requested awards.

22 (i) In a common fund settlement, the lodestar method is merely a cross-check on
23 the reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys'
24 fee of one-third equal to \$333,333 is also established by reference to Class Counsel's lodestar in this
25 matter. **The contemporaneous billing records for Class Counsel evidence that through April 21,**
26 **2026, Class Counsel's lodestar is \$154,600.00, with significant additional fees still to be incurred**
27 **to complete final approval and the settlement process.** The requested fee award is therefore
28 currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of less

1 than 2.2, and there will be additional lodestar incurred by Class Counsel to complete the settlement
2 process and manage the settlement distribution and reports. Such a multiplier is within the range of
3 multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043,
4 1051 (9th Cir. 2002).⁵ As evidenced by the billing, Class Counsel's work was efficiently performed
5 and highly successful, and Class Counsel should not be punished for efficient and successful
6 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
7 justified under California law.

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

15 12. The reasonableness of the requested award is also established by reference to similar
16 awards in other wage and hour cases. The following are examples of similar recent fee awards: On
17 December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No.
18 JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour
19 class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
20 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third
21 award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San
22 Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel

24 ⁵ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051(3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
28 *Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*
v. Netflix, Inc., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved
range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26
multiplier).

1 a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's*
2 *Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue
3 awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in
4 *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue
5 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8,
6 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge
7 David Cunningham awarded a one-third fee award in a wage and hour class settlement. On
8 November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No.
9 CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class
10 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court
11 Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class
12 action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case
13 No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class
14 action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior
15 Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage
16 and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento
17 Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee
18 award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net*
19 *of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
20 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
21 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-
22 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
23 action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego
24 Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and
25 hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los
26 Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award
27 in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies*
28 (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a

1 one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v.*
2 *Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
3 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
4 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge
5 David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in
6 *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290),
7 Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16,
8 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge
9 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,
10 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692),
11 Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On
12 November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no.
13 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class
14 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
15 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
16 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda
17 Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a
18 wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San
19 Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee
20 award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
21 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
22 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa
23 Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third
24 fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior*
25 (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a
26 one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the
27 common fund is therefore reasonable in light of the fees that have been awarded in other similar
28 cases.

1 13. **The contemporaneous billing records for Class Counsel evidence that through**
2 **April 21, 2026, Class Counsel’s lodestar is \$154,600.00, with significant additional fees still to be**
3 **incurred to complete final approval and the settlement process.** From February 12, 2024 to April
4 21, 2026, my firm worked on this matter for over 220 hours, with hourly rates for attorneys ranging
5 from \$450 to \$995, resulting in a current lodestar for my firm in the amount of \$154,600.00. The
6 requested fee award is therefore currently equivalent to Class Counsel’s total lodestar with a
7 reasonable multiplier cross-check of less than 2.2, and there will be additional lodestar incurred by
8 Class Counsel to complete the settlement process and manage the settlement distribution and reports.
9 A detailed breakdown of the total fees and the services performed by the firm on this case is attached
10 hereto as Exhibits #3. In addition, Class Counsel will be performing significant additional work that is
11 not included in this lodestar amount, including finalizing the final approval motion, attending the
12 hearing on final approval, and monitoring completion of the settlement process. I expect this
13 additional work will result in \$20,000 in additional lodestar for my firm. The rates charged by my
14 firm are in line with the prevailing rates of attorneys in the local legal community for similar work
15 and, if this were a commercial matter, these are the charges that would be made and presented to the
16 client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase
17 adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached
18 hereto as Exhibit #4. These hourly rates have been approved by Court’s throughout California,
19 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge
20 Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in line
21 with those prevailing in the [relevant] community’—the Central District of California”. Finally, the
22 reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the
23 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
24 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S.
25 Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for
26 partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when
27 compared within 21 other firms practicing in the Southern District of California.) This survey is
28 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel

1 that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in
2 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter &
3 Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, in past years charged
4 rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
5 counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for
6 associates. Thus, the rates charged by Class Counsel for comparable work are supported by these
7 examples, and are therefore reasonable. Therefore, the requested fee award as a percentage of the
8 fund is supported by the current lodestar incurred with a reasonable multiplier cross-check, which will
9 be even less by the completion of the settlement. This is comparable to the multipliers approved in
10 other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-
11 check.

12 A. **Attorneys.** The attorneys at my firm who worked on this matter are
13 detailed in Exhibit #1. All of these attorneys have spent all of their time
14 in employment litigation and/or complex litigation during their years of
15 employment with my firm. Their detailed billing by task and time is set
16 forth in Exhibit #3, and a summary is as follows:

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	40.0	\$895.00	\$35,800.00
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Nicholas De Blouw	39.3	\$850.00	\$33,405.00
Ricardo Ehmann	15.9	\$675.00	\$10,732.50
Christine LeVu	17.3	\$750.00	\$12,975.00
Kyle Nordrehaug	36.85	\$950.00	\$35,007.50
Victoria Rivapalacio	3.2	\$750.00	\$2,400.00
Andrew Ronan	2.5	\$550.00	\$1,375.00

Brooke Waldrop	7.6	\$750.00	\$5,700.00
Adolfo Sanchez Contreras	28.9	\$250.00	\$7,225.00
Yesenia Silva	15.8	\$250.00	\$3,950.00
Quantity Total			220.75
Total			\$154,600.00

B. **Paralegals.** Blumenthal Nordrehaug Bhowmik De Blouw LLP seeks fees for the services performed by its paralegal, Yesenia Silva. The paralegal has satisfied the requirements of California Business & Professional *Code* section 6450 et seq., including qualifications and continuing legal education. In the last two years, Ms. Silva has completed the requisite four hours of mandatory continuing legal education in legal ethics and four hours of mandatory continuing legal education in either general or in an area of specialized law in compliance with *Business & Professional Code* section 6450 et seq. The hourly rate of \$250 per hour charged for the paralegals at my firm are the reasonable and usual hourly rates charged by paralegals in California. Yesenia Silva has more than five (5) years of paralegal experience in the practice area of Civil Litigation and Wage and Hour Class Actions. Yesenia Silva holds a baccalaureate degree from the University of California, Santa Barbara. Yesenia Silva has more than two (2) year of law-related experience under my supervision. I have been an active member of the State Bar of California since January of 2000. I attest that Yesenia Silva is qualified to perform paralegal tasks and services.

C. Rates Applicable to the Sacramento Locality. In prior motions, this Court has indicated that the use of Southern California rates does not

1 accurately reflect the rates applicable to the Sacramento geographic
2 area. The federal government publishes Salary Tables for geographic
3 localities which are used to adjust salaries, which would include
4 attorneys working for the federal government.⁶ By comparing the
5 locality adjustment for the Southern California are (36.47%), with the
6 locality adjustment for the area of Sacramento (29.76%), the difference
7 between the two areas is 6.71%. Thus, it appears that the use of
8 Southern California rates would only be 6.71% higher than rates for
9 Sacramento based on this table.

10
11 Litigation Expenses

12 14. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a "Class
13 Counsel Litigation Expenses Payment of not more than \$28,000." Class Counsel requests
14 reimbursement for incurred litigation expenses and costs in the amount of \$25,295.76. Class Counsel
15 have incurred litigations expenses totaling \$25,295.76 based upon counsel's billing records, and these
16 litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses
17 (Berger Consulting), federal express charges, and attorney service charges (Knox, OneLegal), all of
18 which are costs normally billed to and paid by the client.⁷ The details of the litigation expenses
19 incurred are set forth in my firm's billing statements for this matter, a true and correct copies of which
20 are attached hereto as Exhibit #3. These costs were reasonably incurred in the prosecution of the
21 Action.

22 \\\

23 \\\

24
25 ⁶ <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/>

26 ⁷ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 Service Award

2 15. Plaintiff respectfully submits that for her service as class representative, Plaintiff
3 should be awarded the agreed service award of \$15,000, in accordance with the Agreement for her
4 time, risk and effort expended on behalf of the Class as the class representative. (Agreement at ¶
5 3.2(a).) Defendant has agreed to this payment and there have been no objections to the requested
6 service award. The Plaintiff's declaration in support of this request is attached hereto as Exhibit #5.
7 As the representative of the Class, Plaintiff performed her duties to the Class admirably and without
8 exception. Plaintiff worked extensively with Class Counsel during the course of the litigation,
9 responding to numerous requests, searching for documents, working with counsel, and reviewing the
10 settlement documentation. As set forth in the Agreement, Plaintiff is also providing a comprehensive
11 release as part of the Settlement, far beyond the class release. The Plaintiff's declaration details the
12 involvement, stress and risks she undertook as a result of this Action. Plaintiff also assumed the
13 serious risk that she might possibly be liable for costs and fees to Defendant, as well as the
14 reputational risk of being "blacklisted" by other future employers for having filed a class action on
15 behalf of employees. Without the Plaintiff's participation, cooperation and information, no other
16 employees would be receiving any benefit. The payment of a service award to a successful class
17 representative is appropriate and the amount of \$15,000 is well within the currently awarded range for
18 similar settlements. The requested award is also reasonable by reference to the amounts that other
19 California courts have found to be reasonable in wage and hour class action settlements: *Andrews v.*
20 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that
21 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,
22 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award);
23 *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service
24 awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7
25 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
26 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
27 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366
28 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu

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

1 BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
2 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
3 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No.
4 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service
5 award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal.
6 June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No.
7 CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service
8 award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
9 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
10 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
11 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
12 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
13 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett*
14 *v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior
15 Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa
16 Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award);
17 *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-
18 186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

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

1 that employers can "get a sense of whether a prospective employee is likely to sue" the employer,
2 through background checks and other means, to screen out these employees.⁸ Onicra Credit Rating
3 Agency states: "Background screening has become a necessity in today's litigious society." Back
4 Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire
5 employees who will put their company at risk."⁹ PreciseHire also offers employment screening and
6 similarly warns: "with today's business climate being extremely competitive and highly litigious,
7 conducting pre employment background checks has become a necessity."¹⁰

8 17. As a result, Class Counsel respectfully requests approval of the application for award
9 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
10 litigation expenses in the amount of \$25,95.76, and approval of the requested service award to the
11 Plaintiff.

12
13 18. In accordance with California Rules of Court, rule 3.769, I make the following
14 disclosure. The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal
15 Nordrehaug Bhowmik De Blouw LLP.

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

18 /s/ Norman Blumenthal

19 NORMAN B. BLUMENTHAL
20
21
22
23
24

25 ⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹⁰ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo 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

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tikia Hopkins (“Plaintiff”) and defendant Child Action, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Tikia Hopkins v. Child Action, Inc.*, Case No. 24CV002513, initiated on February 13, 2024 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant Child Action, Inc. (“Defendant”) who were classified as non-exempt in the State of California during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Brooke Waldrop and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance

procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from February 13, 2020 through April 14, 2025.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Sacramento.
- 1.17. “Defendant” means Child Action, Inc.
- 1.18. “Defense Counsel means Dylan T. De Wit of Porter Scott, A Professional

Corporation.

- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Dollars (\$1,000,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval Order.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from October 23, 2022 through April 14, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s October 23, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250) and the 75% to LWDA (\$18,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Tikia Hopkins, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means 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 Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

- 1.40. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On February 13, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Sacramento. Plaintiff's Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California

Labor Code § 2802;

- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246.

- 2.2. On February 14, 2024, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Sacramento (“PAGA Action”).
- 2.3. On August 23, 2024, Plaintiff filed a Request for Dismissal of the PAGA Action without prejudice which was granted on August 23, 2024.
- 2.4. On July 16, 2024, Plaintiff filed a First Amended Complaint in the Action adding the PAGA claim and all of the factual allegations and theories of ability from the PAGA Action. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5. On March 3, 2025, the Parties participated in an all-day mediation presided over by David Rotman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.6. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.8. The Parties, Class 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 9 below, Defendant promises to pay \$1,000,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$333,333, and a Class Counsel Litigation Expenses Payment of not more than \$28,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released

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

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000 to be paid from the Gross Settlement Amount, with 75% (\$18,750) allocated to the LWDA PAGA Payment and 25% (\$6,250) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on

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

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (f) The settlement payments made to Plaintiff and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 330 Class Members who collectively worked a total of 45,000 Workweeks, and 262 Aggrieved Employees who worked a total of 11,442 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no sooner than October 1,

2026, but no later than 14 days after the Effective Date if the Effective Date is after October 1, 2026.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Cy Pres Recipient that is mutually agreed up on by the Parties. The Parties, Class Counsel and Defense Counsel represent

that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

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

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

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

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

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

7.1. Defendant’s Responsibilities. Prior to the filing for preliminary approval, Defendant will prepare and deliver to Class Counsel a signed Declaration under the penalty of perjury disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period and describing the financial hardship disclosed at mediation that was taken into consideration in reaching this settlement and justifying the delayed payment.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not

aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The

Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court

attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in section 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in section 7.1 above. If at the end of the release period that number has increased by more than 10%, then the gross settlement amount will be increased proportionately. For example, if the number is 11% higher, the gross settlement amount will be increased by 11%. In the alternative, defendant may elect to shorten the release period to stay within the 10% cushion. Any election by the Defendant to move the end date for the Class Period and the end date for the PAGA Period shall be made prior to the hearing on the Motion for Preliminary Approval.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope

of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties

relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Dylan T. De Wit
Porter Scott, A Professional Corporation
2180 Harvard Street
Suite 500

Sacramento, CA 95815
Telephone: 916.929.1481
Facsimile: 916.927.3706
E-Mail: ddewit@porterscott.com

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

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

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

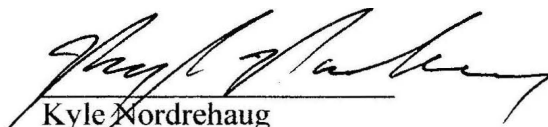
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07/22/2025
_____ 
Linda Hopkins (Jul 22, 2025 10:01 PDT)
Plaintiff _____

Dated: _____

[name]
For Defendant _____

Dated: 7/28/25
_____ 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

(signatures continue on next page)

Dated: _____

Dylan T. De Wit
Porter Scott, A Professional Corporation
Attorney for Defendant

Sacramento, CA 95815
Telephone: 916.929.1481
Facsimile: 916.927.3706
E-Mail: ddewit@porterscott.com

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

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

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ Plaintiff _____


Adonai Mack
For Defendant Child Action, Inc.

Dated: 07/28/2025 _

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

Dated: 7/28/2025



(signatures continue on next page)

Dylan T. De Wit
Porter Scott, A Professional Corporation
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Hopkins v. Child Action, Inc., Superior Court of the State of California,
County of Sacramento, Case No. 24CV002513***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Child Action, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Tikia Hopkins (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant Child Action, Inc. who were classified as non-exempt in the State of California during the Class Period (February 13, 2020 through April 14, 2025) (“Class Members”), and (2) penalties and other relief on behalf of 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 (October 23, 2022 through April 14, 2025) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims and Released PAGA Claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

Settlement Written Objections Must be Submitted by the Response Deadline _____	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to any part of the settlement, including the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at 9:00 a.m., at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 23 before Judge Jill H. Talley. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by _____. See Section 5 of this Notice.

1. What is the Action about?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to pay the correct regular rate of pay when necessary, failing to pay for all time worked, failing to provide required meal periods and premiums for non-compliant meal periods, failing to provide required rest periods and premiums for non-compliant rest periods, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to pay sick pay and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). Defendant denies that it has done anything wrong and disputes all the claims in the Action.

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

All individuals who are or previously were employed by Defendant Child Action, Inc. who were classified as non-exempt in the State of California during the Class Period (February 13, 2020 through April 14, 2025).

2. What does it mean that the Action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation, the outcome of which is uncertain. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of **One Million Dollars (\$1,000,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no sooner than October 1, 2026, but no later than 14 days after the Effective Date if the Effective Date is after October 1, 2026. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is no longer subject to appeal. The settlement will be paid out 14 days after the Defendant pays the settlement funds.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$10,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$333,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$28,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. Class Representative Service Payment in an amount not more than \$15,000 for the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$25,000 relating to Plaintiff's claim under PAGA, \$18,750 of which will be paid to the State of California's Labor and Workforce Development Agency (LWDA"). The remaining \$6,250 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is October 23, 2022 through April 14, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$588,667. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wage damages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Nothing contained in this Class Notice shall constitute advice regarding Participating Class Members' taxes or tax liability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have selected Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What do I release under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are 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 Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

Defendant’s records reflect that you worked << ____ >> Workweeks during the Class Period (February 13, 2020 through April 14, 2025). Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the PAGA Period (October 23, 2022 through April 14, 2025). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your Individual PAGA Payment, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email it to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Hopkins v. Child Action, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Hopkins v. Child Action, Inc.*,

Case No. 24CV002513. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hopkins v. Child Action, Inc.* or via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 24CV002513.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Hopkins v. Child Action, Inc.*, Case No. 24CV002513, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, or in addition to a written objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely

via zoom. Check the Court's website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx#remote> for the most current information on how to appear for this hearing. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Dylan T. De Wit
Porter Scott, A Professional Corporation
2180 Harvard Street, Suite 500
Sacramento, CA 95815

9. Can I attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Jill H. Talley. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> for the most current information on how to appear for this hearing.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hopkins v. Child Action, Inc.* In addition, hearing dates are posted on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and by entering the Case No. 24CV002513.

10. How can I get more information?

You may call the Administrator at _____ or write to *Hopkins v. Child Action, Inc.*

Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hopkins v. Child Action, Inc.* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case No. 24CV002513. If you wish to view the Court files in person, you may go to the Clerk's Office at Room 102, 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have selected Legal Aid at Work as this Cy Pres Recipient.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/21/2026
Due On: 05/21/2026

Tikia Hopkins
1780 Creekside Dr 325
Folsom, CA 95630

CA3100

Child Action Inc

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	09/23/2023	Review and analyze original intake notes. Legal research regarding related litigation in State and Federal court. Analyze and research Defendant's business operations in CA. Review facts and law. Discuss with Plaintiff.	3.40	\$850.00	\$2,890.00
NDB	09/24/2023	Review and analyze entire employment file for legal claims. Review all pay stubs for wage and hour violations. Legal research regarding the same. Conference with Plaintiff to obtain facts for complaint and discuss claims.	3.70	\$850.00	\$3,145.00
NDB	09/27/2023	Review emails and documents regarding Plaintiff's individual claims for retaliation and DFEH. Review and analyze off the clock work tasks. Legal research previous mediation briefs and court opinions regarding the same.	2.90	\$850.00	\$2,465.00
NDB	09/29/2023	Review facts and law - draft original complaint.	2.70	\$850.00	\$2,295.00
NDB	10/03/2023	Review and research meal and rest break claims. Draft complaint. Discuss claims with Plaintiff.	3.10	\$850.00	\$2,635.00
NDB	10/14/2023	Review individual claims. Review and analyze vacation pay and late payment of wage claims. Legal research. Finish drafting complaint.	2.30	\$850.00	\$1,955.00
NDB	10/20/2023	Review and analyze case file and complaint. Draft	1.90	\$850.00	\$1,615.00

		internal case notes memo detailing facts and specific violations.			
NDB	10/21/2023	Review and research PAGA claims and penalties. Review paystubs and wage and hour documents. Draft PAGA Notice.	2.30	\$850.00	\$1,955.00
KN	02/10/2024	Review notes and analysis from ND; review draft complaint; analyze facts and claims; provide input to RE and ND	1.50	\$950.00	\$1,425.00
RE	02/12/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	02/12/2024	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	02/13/2024	Review, edit & revise class action complaint; finalize draft for filing	2.75	\$675.00	\$1,856.25
RE	02/13/2024	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	02/13/2024	Review & finalize class action complaint package; file in Sac. Sup. Ct.	0.75	\$675.00	\$506.25
RE	02/13/2024	Review court returned docs re class action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	\$675.00	\$337.50
RE	02/13/2024	Draft PAGA only action	3.75	\$675.00	\$2,531.25
RE	02/13/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	02/13/2024	Review & finalize PAGA only complaint package; file in Sac Sup. Ct.	0.75	\$675.00	\$506.25
NDB	02/13/2024	Review and analyze PAGA Notice. Review overtime and minimum wage claims and theories. Review and revise PAGA only complaint. Discuss claims with R. Ehmann.	1.50	\$850.00	\$1,275.00
KN	02/14/2024	Review filed complaint; review Court notices; review memo from RE	0.50	\$950.00	\$475.00
RE	02/22/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	02/22/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
KN	02/24/2024	Review filed PAGA complaint; review Court notices; review memo from RE	0.40	\$950.00	\$380.00
CL	02/26/2024	Receipt and review Order re complex determination	0.20	\$750.00	\$150.00

CL	03/20/2024	Receipt and review notice of CMC and complex procedures	0.20	\$750.00	\$150.00
YS	04/09/2024	[PAGA] Add case to internal spreadsheet re discovery.	0.20	\$250.00	\$50.00
RE	04/10/2024	Review file; prep docs for service of process re class action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	04/10/2024	Review file; prep docs for service of process re PAGA action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	04/16/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
RE	04/16/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
YS	04/25/2024	[Class] Draft shells for Plaintiff's discovery requests set one - RFA, RFP, SROG, FROG, PMK Depo Notice, BW Notice, proposed Protective Order, and POS.	1.00	\$250.00	\$250.00
YS	04/25/2024	[PAGA] Draft shells for Plaintiff's discovery requests set one - RFA, RFP, SROG, FROG, PMK Depo Notice, BW Notice, proposed Protective Order, and POS.	1.00	\$250.00	\$250.00
YS	04/25/2024	[Class] Review POS of Summons. Update internal spreadsheet with date of service.	0.20	\$250.00	\$50.00
YS	04/25/2024	[PAGA] Review POS of Summons. Update internal spreadsheet with date of service.	0.20	\$250.00	\$50.00
YS	04/30/2024	[Class] Update internal spreadsheets with case: monthly, master, discovery, and class sheet. Add flowchart to file.	0.50	\$250.00	\$125.00
YS	04/30/2024	[PAGA] Update internal master spreadsheet with case.	0.10	\$250.00	\$25.00
VR	05/09/2024	Correspondence with Opposing Counsel: correspondence to OC re case; review complaint; advise AJB	0.30	\$750.00	\$225.00
KN	05/11/2024	Correspondence with Opposing Counsel: Review status; review emails from past week; review memo from VR	0.25	\$950.00	\$237.50
YS	05/30/2024	Review file for drafts of stip/order and FAC. Prepare shell for stip for leave to file a FAC and proposed order. Prepare FAC.	1.50	\$250.00	\$375.00
VR	06/11/2024	Review and Revise: review and revise complaint; correspondence to Def	0.70	\$750.00	\$525.00

VR	06/13/2024	Review and Revise: review and revise amended complaint; review and revise stipulation re amended complaint; correspondence to Def	0.80	\$750.00	\$600.00
KN	06/13/2024	Correspondence with Opposing Counsel: Review status; review draft FAC; advise VR	0.30	\$950.00	\$285.00
YS	06/14/2024	Finalize stip for leave to file FAC for service. Create POS. Attempt to add case to VBR's Onelegal, received error message. Per court website, e-filing is not available.	0.30	\$250.00	\$75.00
VR	06/14/2024	Receipt and Review of Correspondence: review correspondence from counsel; review stipulation and amended complaint; advise YS	0.30	\$750.00	\$225.00
YS	06/17/2024	Update and finalize stip to file FAC and POS. Add matter to VBR's Onelegal, file stip. Email to OPC re stip. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
ASC	06/19/2024	Email T. Hopkins re status update, upcoming date and introduction	0.50	\$250.00	\$125.00
VR	07/01/2024	Review and Analyze: review complaint; review correspondence between parties; telephonic meet and confer with Def; advise NDB	1.10	\$750.00	\$825.00
YS	07/16/2024	Update internal class spreadsheet with class info.	0.10	\$250.00	\$25.00
YS	07/16/2024	Review court docket for signed stip/order for leave to file FAC. Download signed order. Update file with order. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
YS	07/16/2024	Finalize FAC for service. Add/bookmark the PAGA letter as exhibit to the FAC. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	07/16/2024	Receipt and review Order granting leave to file FAC.	0.30	\$750.00	\$225.00
YS	07/16/2024	Review email from Defs re revisions to their service list. Create POS for file, add Defs updated service list.	0.30	\$250.00	\$75.00
YS	07/17/2024	Review Onelegal for conformed FAC. Download FAC. Update file with conformed FAC. Email to mediator's office.	0.30	\$250.00	\$75.00
YS	07/18/2024	Upload the conformed FAC to the LWDA portal. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
AR	07/19/2024	Review file and outline claims in advance of drafting discovery request; draft discovery requests and notice of deposition; multiple correspondence regarding the same.	2.50	\$550.00	\$1,375.00
SB	07/30/2024	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00

ASC	08/08/2024	Draft mediation data request correspondence and serve on Defense counsel via email	1.00	\$250.00	\$250.00
ASC	08/08/2024	Review status of PAGA case in Sacramento superior court and upcoming CMC; confer with Y. Silva re dismissal without prejudice	0.30	\$250.00	\$75.00
ASC	08/09/2024	Draft stipulation to stay the case and continue the cmc pending mediation; send to N. Woods for review; confirm PMK depo off calendar	1.00	\$250.00	\$250.00
YS	08/15/2024	Prepare Request for Dismissal form for PAGA action	0.50	\$250.00	\$125.00
ASC	08/16/2024	Review RFD without prejudice of PAGA case	0.50	\$250.00	\$125.00
CL	08/19/2024	Receipt and review Answer to Complaint.	0.20	\$750.00	\$150.00
CL	08/19/2024	Email from/to J. Scarlett re: e-service agreement re: 1010.6	0.20	\$750.00	\$150.00
YS	08/23/2024	Finalize the request for dismissal of the PAGA action. Prepare POS. Add matter to AS's Onelegal, file RFD. Email to Court Docs for circulation. Email to Chrystal re mail service.	0.60	\$250.00	\$150.00
ASC	08/26/2024	Follow up re status of request for dismissal without prejudice of PAGA action, order signed, download conformed copy	0.40	\$250.00	\$100.00
ASC	08/27/2024	Email from and to D. De Wit re upcoming CMC and CMS due; confer with Y. Silva re prepare stip to stay pending mediation	0.50	\$250.00	\$125.00
YS	08/30/2024	Prepare shell for stip to stay pending mediation	0.60	\$250.00	\$150.00
YS	08/30/2024	Prepare draft of joint CMC statement	0.50	\$250.00	\$125.00
ASC	09/04/2024	Revise draft Joint CMS and circulate to D. De Wit for review and edits	0.50	\$250.00	\$125.00
ASC	09/04/2024	Revise draft stipulation to stay pending mediation and circulate to D. De Wit for review and edits	0.50	\$250.00	\$125.00
ASC	09/05/2024	Review edits to proposed Joint CMS, finalize and circulate for review; email to D. De Wit re stipulation to stay	0.80	\$250.00	\$200.00
ASC	09/05/2024	Finalize Joint CMS, file via one legal, serve via email with courtesy copy to dept 23	0.50	\$250.00	\$125.00
YS	09/19/2024	Review status of case, Confirm 9/20 Class CMC hearing still on calendar. Prepare and file Notice of Remote Appearance. File via Onelegal. Email to OPC re Notice. Circulate zoom link to appear remotely to team	0.50	\$250.00	\$125.00
CL	09/19/2024	Prepare for CMC; review and analyze docket.	0.30	\$750.00	\$225.00

YS	09/26/2024	Review Plaintiff's documents. Organize, add bates stamp, and update to exhibit book.	0.70	\$250.00	\$175.00
ASC	10/09/2024	Discuss status of case with T. Hopkins	0.50	\$250.00	\$125.00
CL	10/29/2024	Email from D. Wit re: rescheduling of mediation.	0.20	\$750.00	\$150.00
YS	11/04/2024	Review courtlinks alert re 9/20 CMC. Review court docket, download minute order re 9/20 CMC, update file. CMC continued to 3/25, confirm date is on calendar.	0.30	\$250.00	\$75.00
ASC	11/07/2024	Review correspondence from D. De Wit re confirmation of mediation rescheduling	0.30	\$250.00	\$75.00
ASC	01/23/2025	Email to D. De Wit re status of mediation data request	0.30	\$250.00	\$75.00
ASC	01/24/2025	Email to D. De Wit re status of mediation data request	0.30	\$250.00	\$75.00
ASC	01/28/2025	Email to D. De Wit re status of mediation data request	0.30	\$250.00	\$75.00
ASC	01/29/2025	Email to D. De Wit re status of mediation data request	0.30	\$250.00	\$75.00
ASC	02/03/2025	Email from and to D. De Wit re status of mediation data request	0.30	\$250.00	\$75.00
ASC	02/05/2025	Email from and to D. De Wit re sample size for mediation data	0.40	\$250.00	\$100.00
ASC	02/06/2025	Review email from D. De Wit re proposed sample size for mediation data and run numbers; discuss with AJ	0.60	\$250.00	\$150.00
ASC	02/10/2025	Email to D. De Wit re mediation data	0.30	\$250.00	\$75.00
CL	02/11/2025	Email from D. De Wit re: estimates of class members.	0.20	\$750.00	\$150.00
ASC	02/11/2025	Review email from D. De Wit re no of CM and AE	0.40	\$250.00	\$100.00
NDB	02/12/2025	Review court docket and case file. Review data and discovery produced to date. Legal research wage and hour claims. Prepare for mediation.	3.50	\$850.00	\$2,975.00
CL	02/13/2025	Email from J. Scarlett re: mediation data production; Receipt and review production.	0.30	\$750.00	\$225.00
YS	02/13/2025	Review Mediation production from Defs. Download and update file. Upload to Box. Email to expert.	0.40	\$250.00	\$100.00
ASC	02/13/2025	Email to D. De Wit re status of mediation data request // download and review data production	1.00	\$250.00	\$250.00

ASC	02/14/2025	Email to Plaintiff re telephone conference to discuss mediation	0.30	\$250.00	\$75.00
ASC	02/14/2025	Review and analyze Plaintiff's documents 1-77	1.00	\$250.00	\$250.00
KN	02/15/2025	Review status; review past week emails; preliminary review initial IDef production; analysis of issues;	0.60	\$950.00	\$570.00
NDB	02/16/2025	Review and analyze written policy documents. Analyze pay stubs exemplars for regular rate and 226(a) violations. Review time punch data for meal break and rounding claims. Legal research. Analyze Plaintiff's individual claims and damages.	2.90	\$850.00	\$2,465.00
ASC	02/17/2025	Email to expert re Plaintiff's ID and rounding policy	0.50	\$250.00	\$125.00
ASC	02/17/2025	Review and analyze time and payroll data	1.00	\$250.00	\$250.00
ASC	02/17/2025	Call with Plaintiff re mediation case intake	1.00	\$250.00	\$250.00
ASC	02/17/2025	Prepare mediation sheets and summaries	1.00	\$250.00	\$250.00
ASC	02/17/2025	Draft Mediation Brief	1.50	\$250.00	\$375.00
KN	02/18/2025	Review summaries and analysis of documents; review draft mediation brief; analysis of claims and facts for mediation; provide input to Team	1.30	\$950.00	\$1,235.00
ASC	02/19/2025	Continue editing draft Mediation Brief	1.00	\$250.00	\$250.00
CL	02/20/2025	Email from K. re mediation deadlines and instructions.	0.20	\$750.00	\$150.00
ASC	02/21/2025	Email to expert re status of Mediation data analysis	0.30	\$250.00	\$75.00
NDB	02/21/2025	Review facts and law. Draft mediation brief.	3.40	\$850.00	\$2,890.00
ASC	02/24/2025	Revise draft mediation brief	1.00	\$250.00	\$250.00
ASC	02/24/2025	Revise draft mediation brief with expert analysis figures	1.00	\$250.00	\$250.00
ASC	02/24/2025	Revise draft mediation brief with expert analysis re rounding	1.00	\$250.00	\$250.00
AB	02/24/2025	Review/analyze analysis/corr from expert re claims. Draft outline and incorporate into joint session prep. Draft/send corr to expert for clarifications/questions/further answers needed.	4.00	\$895.00	\$3,580.00
KN	02/24/2025	Review expert analysis; review and revise mediation brief; provide input to Team on claims and mediation issues	1.00	\$950.00	\$950.00
YS	02/27/2025	Schedule reminder text re mediation for AJ	0.10	\$250.00	\$25.00

AB	03/03/2025	Review/analyze corr from mediator re rescheduling of mediation. Review/analyze calendar for availability. Draft/send corr to mediator re rescheduling. Prep for mediation.	2.00	\$895.00	\$1,790.00
CL	03/04/2025	Email form D. De Wit re: scheduling of mediation.	0.20	\$750.00	\$150.00
CL	03/07/2025	Email from client re: mediation status.	0.20	\$750.00	\$150.00
CL	03/18/2025	Email from D. De Wit re: mediation availability .	0.20	\$750.00	\$150.00
NDB	03/20/2025	Review case demographics. Review and research previous settlements with similar claims and workweeks for mediation valuation. Review and analyze vacation pay and sick pay claims.	1.90	\$850.00	\$1,615.00
YS	03/21/2025	Review status of case, Confirm 3/28 Class CMC hearing still on calendar, circulate ZOOM to appear remotely, schedule reminder text for team	0.40	\$250.00	\$100.00
ASC	03/24/2025	Review correspondence from D. Rotman re mediation rescheduled and due dates	0.30	\$250.00	\$75.00
CL	03/27/2025	Receipt and review Tentative Ruling and continuing of CMC.	0.20	\$750.00	\$150.00
ASC	03/28/2025	Prepare to attend CMC, review tentative ruling; hearing continued to 6/6/25	0.50	\$250.00	\$125.00
YS	03/31/2025	Review courtlinks alert re Minute Order from 3/28 CMC. Download from court docket, update file. Confirm upcoming 6/6 CMC hearing is calendared	0.30	\$250.00	\$75.00
SB	04/11/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
NDB	04/13/2025	Review all mediation materials including briefs and exhibits thereto in preparation for mediation. Review expert damage and penalty reports and notes and assumptions. Confirm settlement authority. Prep for mediation.	1.50	\$850.00	\$1,275.00
AB	04/14/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
SB	04/14/2025	Attend mediation	8.00	\$450.00	\$3,600.00
CL	04/15/2025	Email from/to Client re: status of mediation; Discuss with AJ Mediator's proposal.	0.20	\$750.00	\$150.00
CL	04/15/2025	Email from/to T. Hopkins re: status of mediation and mediator's proposal.	0.30	\$750.00	\$225.00
CL	04/15/2025	Call from T. Hopkins re: status of mediation and mediator's proposal.	0.30	\$750.00	\$225.00
AB	04/21/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
CL	04/28/2025	Telephone call from Tikia re: status of settlement	0.50	\$750.00	\$375.00

		and board approval.			
CL	05/05/2025	Telephone call from Tikia re: status of settlement and board approval.	0.30	\$750.00	\$225.00
CL	05/05/2025	Email to Tikia re: status of memorandum of understanding and board approval.	0.20	\$750.00	\$150.00
AB	05/09/2025	Review notes re: mediation and analyze ETA for response from OPC. Draft/send corr to OPC re board approval and expectations for feedback. Review/analyze response.	2.00	\$895.00	\$1,790.00
KN	05/10/2025	Review MOU; analysis of settlement issues; advise AJ	0.50	\$950.00	\$475.00
CL	05/12/2025	Email from Tikia re questions related to MOU and settlement.	0.30	\$750.00	\$225.00
AB	05/12/2025	Review/analyze corr from OPC re Board Approval of settlement. Conduct final review of MOU prior to sending for signatures, including comparing prior versions to ensure verisimilitude of copy going out to clients. Compare w/ LA model form and other Court checklists. Draft/send corr to OPC re: signing of MOU. Draft/send corr to team re signing of MOU.	4.00	\$895.00	\$3,580.00
NDB	05/12/2025	Review and analyze mediation notes and results. Review MOU terms. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss and obtain signature.	1.30	\$850.00	\$1,105.00
AB	05/13/2025	Review MOU signed by Plaintiffs. Conduct final review before signing / sending to Defendant. Review/analyze Defendant's response and signature. Compare versions to ensure verisimilitude. Draft/send email to OPC. Draft/ send action email to team w/ next steps. Check Court dates/rules/procedures as to next steps to get preliminary approval.	4.00	\$895.00	\$3,580.00
ASC	05/22/2025	Review status of case, prepare post mediation CMC statement, circulate to OPC for review	1.00	\$250.00	\$250.00
ASC	05/22/2025	Finalize and file CMS via one legal; serve via email	0.50	\$250.00	\$125.00
ASC	05/27/2025	Review notice of rejected filing and refile Joint CMS	0.50	\$250.00	\$125.00
YS	06/03/2025	Review status of case, Confirm 6/6 CMC hearing still on calendar, circulate link to appear remotely, confirm P's CMS was filed, schedule text reminder for team	0.40	\$250.00	\$100.00
CL	06/06/2025	Prepare for CMC; Review and analyze Tentative Ruling re CMC	0.40	\$750.00	\$300.00

BW	06/10/2025	Review MOU re potentially amending complaint	0.30	\$750.00	\$225.00
BW	06/11/2025	Review case file, docket, and other potential sources for elements to possibly add to complaint for purposes of settlement; confer with att'y C. LeVu concerning contents of case file and MOU regarding any potential necessary amendments to the complaint for purposes of settlement	0.50	\$750.00	\$375.00
BW	06/17/2025	Review MOU re terms and conditions for drafting Settlement Agreement	0.40	\$750.00	\$300.00
YS	06/18/2025	Review courtlinks alert re 6/6 Minutes. Download from court docket, update file. Confirm 10/24 continued CMC is calendared.	0.20	\$250.00	\$50.00
BW	06/19/2025	Draft PAGA/Class settlement	1.00	\$750.00	\$750.00
BW	06/19/2025	Draft/send bid to ILYM Group, Inc.; confer amounts with MOU and mediation brief	0.40	\$750.00	\$300.00
BW	06/19/2025	Draft/send bid to Apex; confer amounts with MOU and mediation brief	0.40	\$750.00	\$300.00
BW	06/20/2025	Review Apex bid	0.20	\$750.00	\$150.00
BW	06/20/2025	Review ILYM bid	0.20	\$750.00	\$150.00
BW	06/20/2025	Revise class/PAGA settlement agreement with further information from settlement admin bids; finalize for review by att'y C. LeVu; confer with att'y C. LeVu	0.70	\$750.00	\$525.00
KN	06/21/2025	Review draft agreement; review final MOU; check for compliance with MOU terms; review Admin bids; memo to BW regarding draft agreement and revisions thereto	2.00	\$950.00	\$1,900.00
CL	06/26/2025	Review and review Long Form Settlement Agreement.	1.30	\$750.00	\$975.00
AB	06/26/2025	Review / analyze draft of long form settlement agreement + KN's revisions thereto and ensure conformity w/ MOU	4.00	\$895.00	\$3,580.00
KN	07/08/2025	Review draft Agreement; advise BW	1.00	\$950.00	\$950.00
BW	07/08/2025	Review revisions and comments from att'y K. Nordrehaug; finalize settlement agreement	0.30	\$750.00	\$225.00
BW	07/08/2025	Email to opposing counsel re settlement agreement	0.10	\$750.00	\$75.00
BW	07/08/2025	Review docket re procedural posture and if a hearing for a Motion for Preliminary Approval has been set; confer with staff re obtaining hearing	0.20	\$750.00	\$150.00
YS	07/08/2025	Review Minutes/Tentative re 06/06 CMC -- Pltf	0.40	\$250.00	\$100.00

		ordered to give notice. Prepare POS. Email to OPC re orders.			
CL	07/08/2025	Receipt and review Minute Order re: CMC.	0.20	\$750.00	\$150.00
CL	07/08/2025	Receipt and review Case Management Conference Order.	0.20	\$750.00	\$150.00
YS	07/09/2025	Review court website re reserving MPA hearing date. Email to Brooke re instructions.	0.20	\$250.00	\$50.00
BW	07/16/2025	Email to opposing counsel re: settlement agreement	0.30	\$750.00	\$225.00
BW	07/16/2025	Review instructions from court re: obtaining preliminary approval hearing date; confer with att'y K. Nordrehaug re available dates	0.30	\$750.00	\$225.00
KN	07/16/2025	Review status and emails; review final draft of Agreement; discuss issues with BW	0.50	\$950.00	\$475.00
KN	07/18/2025	Review status and next steps, review emails from BW; respond to emails; review draft agreement and response from Def	1.00	\$950.00	\$950.00
BW	07/18/2025	Confer with opposing counsel re motion for settlement approval	0.30	\$750.00	\$225.00
BW	07/18/2025	Email with court re hearing for motion for settlement approval	0.10	\$750.00	\$75.00
BW	07/22/2025	Review client's signature on settlement agreement; confer with att'y C. LeVu re next steps	0.20	\$750.00	\$150.00
NDB	07/22/2025	Review settlement agreements terms and exhibits for conformity with MOU terms. Review court docket and case file. Conference with Plaintiff to discuss terms and obtain signature.	1.00	\$850.00	\$850.00
YS	07/23/2025	Email to dept 23 re request for motion date for MPA.	0.20	\$250.00	\$50.00
BW	07/28/2025	Draft and send email to att'y D. De Wit re long form settlement agreements, including reviewing correspondence with group to find procedural posture of negotiations	0.20	\$750.00	\$150.00
BW	07/28/2025	Draft and send email to court re hearing date for Motion for Preliminary Approval of Settlement, including reviewing correspondence with group to find procedural posture of negotiations	0.20	\$750.00	\$150.00
BW	07/28/2025	Draft and send emails to/from court re hearing date for Motion for Preliminary Approval of Settlement, including reviewing correspondence with group to find procedural posture of negotiations	0.40	\$750.00	\$300.00

BW	07/28/2025	Email to att'y K. Nordrehaug re finalizing and signing settlement agreement	0.10	\$750.00	\$75.00
KN	07/28/2025	Review status of settlement; review and respond to Team emails	0.25	\$950.00	\$237.50
AB	08/05/2025	Prep Kullar analysis for preliminary approval.	4.00	\$895.00	\$3,580.00
BW	08/14/2025	Attention to file re verifying all documents have been filed necessary to move for Preliminary Approval, including conferring with att'y C. LeVu	0.40	\$750.00	\$300.00
KN	08/20/2025	Draft Exhibits to Agreement; review guidelines wo ensure compliance; emails with staff regarding cy pres; email to Defendant	4.00	\$950.00	\$3,800.00
BW	09/04/2025	Email and telephone call to D. De Witt re declaration and cy pres	0.30	\$750.00	\$225.00
KN	09/04/2025	Draft motion for preliminary approval; analysis of Kullar issues; update approval outline; email draft motion to Defendant; f/u on exhibits; memo to Admin regarding declaration; memo to staff regarding outstanding issues	4.50	\$950.00	\$4,275.00
ASC	09/16/2025	Review status of motion for preliminary approval and procedural history; prepare draft declaration of Plaintiff iso MPA; email to Plaintiff for review, comments and signature	1.00	\$250.00	\$250.00
KN	09/17/2025	Work on Prelim approval issues; review status; work on motion	0.60	\$950.00	\$570.00
ASC	09/17/2025	Revise, finalize and save declaration of Plaintiff iso MPA	0.50	\$250.00	\$125.00
KN	09/22/2025	Draft declaration ISO motion for prelim; work on checklist items; analysis and work on kullar issues; revise declaration; prepare exhibits	4.00	\$950.00	\$3,800.00
KN	09/22/2025	Review and revise motion for prelim; revise proposed order; finalize motion; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
ASC	10/09/2025	Review status of case and court's website; prepare Joint CMS and circulate for review	0.50	\$250.00	\$125.00
ASC	10/10/2025	Follow up with OPC re joint CMS due and approval to file	0.30	\$250.00	\$75.00
ASC	10/13/2025	Confirm approval from OPC to file; Finalize and file Joint CMS via one legal, serve via email	0.50	\$250.00	\$125.00
KN	10/16/2025	Review status; sign up for notifications; review tentative ruling and check to ensure compliance with issues; email Defendant; memo to staff	0.40	\$950.00	\$380.00
ASC	10/17/2025	Review email from Plaintiff re request for status	0.40	\$250.00	\$100.00

		update; review court ruling and respond			
KN	10/20/2025	Review status; memo to Admin with documents and instructions	0.30	\$950.00	\$285.00
YS	10/21/2025	Review courtlinks alert re amended minutes re MPA hearing, download and update file, email to Taylor for calendaring of MFA hearing	0.30	\$250.00	\$75.00
CL	10/21/2025	Email from M. Nava re: Settlement Agreement, the Notice document in Word format and the Court's minute order.	0.30	\$750.00	\$225.00
CL	10/21/2025	Email from S. Hartranft re: confirmation of administration.	0.20	\$750.00	\$150.00
ASC	10/24/2025	Prepare to attend CMC, review tentative; CMC vacated	0.50	\$250.00	\$125.00
BW	10/24/2025	Review and analyze tentative ruling	0.10	\$750.00	\$75.00
YS	11/05/2025	Review CMC orders dated 10/24 -- Pltf ordered to serve. Prepare POS. Email to OPC re orders.	0.30	\$250.00	\$75.00
YS	01/05/2026	Review chamber rules re continuing MFA date. Prepare shell for joint statement. Email to CTL/KN.	0.50	\$250.00	\$125.00
KN	01/05/2026	Analysis of settlement issue; emails with Admin; memo to staff	0.50	\$950.00	\$475.00
YS	01/06/2026	Email corr. to OPC re stip to continue MFA hearing	0.20	\$250.00	\$50.00
YS	01/07/2026	Finalize stip to continue MFA hearing for service. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	01/08/2026	Revise Joint statement requesting the continuance	0.40	\$750.00	\$300.00
KN	01/14/2026	Review Admin email; review revised timeline; review formatted class notice; respond to Admin email.	0.40	\$950.00	\$380.00
CL	01/16/2026	Email from K. Nava confirming settlement notices were mailed	0.20	\$750.00	\$150.00
KN	01/24/2026	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
CL	01/26/2026	Email from H. Marin re: status report detailing the mailed notices and received responses re settlement; Receipt and review same.	0.30	\$750.00	\$225.00
KN	01/31/2026	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00

CL	02/06/2026	Email from J. Marin re: a status report detailing the mailed notices and received responses; Receipt and review status report.	0.30	\$750.00	\$225.00
KN	02/07/2026	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	02/14/2026	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
CL	02/27/2026	Email from H. Marin re: status report detailing the mailed notices and received responses; Review and analyze status report detailing the mailed notices and received responses	0.30	\$750.00	\$225.00
KN	03/07/2026	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
CL	03/09/2026	Receipt and review status report detailing the mailed notices and received responses; Email from H. Marin re: same.	0.30	\$750.00	\$225.00
KN	03/14/2026	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
ASC	03/17/2026	Review and respond to email from Plaintiff re status update	0.30	\$250.00	\$75.00
CL	03/30/2026	Email to M. Nava request admin declaration in support of final approval motion.	0.30	\$750.00	\$225.00
CL	04/05/2026	Email from/to H. Marin re: status report detailing the mailed notices and received responses; Receipt and review status report detailing the mailed notices and received responses	0.30	\$750.00	\$225.00
KN	04/07/2026	Review status; emails with Admin; review draft Admin declaration; revise and redline; update approval outline	0.75	\$950.00	\$712.50
CL	04/07/2026	Receipt and review notice of department relocation/	0.20	\$750.00	\$150.00
CL	04/08/2026	Draft Notice of Motion and Memorandum of Points and Authorities in Support of Final Approval of Settlement.	3.60	\$750.00	\$2,700.00
YS	04/08/2026	Review Notice of dept relocation -- Pltfr ordered to serve. Prepare POS. Email to OPC re notice.	0.30	\$250.00	\$75.00
KN	04/09/2026	Review and revise draft Motion for final approval; research issues; email Defendant; update and redline proposed order; memo to staff	2.50	\$950.00	\$2,375.00
CL	04/10/2026	Draft Declaration of Blumenthal in support of Final Approval; Review and analyze Sacramento Checklist in support of same.	3.30	\$750.00	\$2,475.00

KN	04/18/2026	Review status; f/u email to Def; review billing stmt for accuracy; memo to staff regarding issues to correct; review updated billing	0.60	\$950.00	\$570.00
KN	04/21/2026	Review and revise draft declaration; review and finalize exhibits	1.00	\$950.00	\$950.00
KN	04/21/2026	Review and revise motion for final approval; revise proposed order; finalize motion documents; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
				Quantity Subtotal	220.75
				Services Subtotal	\$154,600.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/23/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	02/09/2024	Onelegal/Court fees	1.00	\$1,495.76	\$1,495.76
Expense	02/22/2024	Onelegal/court fees	1.00	\$1,590.58	\$1,590.58
Expense	04/15/2024	KNOX Messenger and Filing Service	1.00	\$161.45	\$161.45
Expense	04/15/2024	KNOX Messenger and Filing Service	1.00	\$59.75	\$59.75
Expense	04/16/2024	Onelegal/court fees	1.00	\$18.43	\$18.43
Expense	04/16/2024	Onelegal/court fees	1.00	\$18.43	\$18.43
Expense	05/01/2024	KNOX Filing and Messenger Service	1.00	\$161.45	\$161.45
Expense	05/01/2024	KNOX Filing and Messenger Service	1.00	\$59.75	\$59.75
Expense	06/17/2024	filing via One Legal	1.00	\$39.02	\$39.02
Expense	07/17/2024	filing via One Legal	1.00	\$18.43	\$18.43
Expense	07/23/2024	Mediation Fee - David Rotman	1.00	\$13,250.00	\$13,250.00
Expense	08/23/2024	One Legal - RFD wo Prejudice	1.00	\$18.99	\$18.99
Expense	09/05/2024	One Legal - Joint CMS	1.00	\$18.99	\$18.99
Expense	09/19/2024	Onelegal fee	1.00	\$19.05	\$19.05
Expense	03/06/2025	Expert Fees - Berger Consulting	1.00	\$7,975.00	\$7,975.00
Expense	05/22/2025	One Legal - CMS	1.00	\$17.50	\$17.50
Expense	05/27/2025	One Legal - Joint CMS	1.00	\$21.11	\$21.11
Expense	09/22/2025	One legal filing charge	1.00	\$84.10	\$84.10

Expense	09/26/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	10/13/2025	One Legal - CMS	1.00	\$21.11	\$21.11
Expense	04/21/2026	One legal filing charge - Filing fee for motion for final approval	1.00	\$84.10	\$84.10
Expenses Subtotal				\$25,295.76	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	40.0	\$895.00	\$35,800.00
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Nicholas De Blouw	39.3	\$850.00	\$33,405.00
Ricardo Ehmann	15.9	\$675.00	\$10,732.50
Christine LeVu	17.3	\$750.00	\$12,975.00
Kyle Nordrehaug	36.85	\$950.00	\$35,007.50
Victoria Rivapalacio	3.2	\$750.00	\$2,400.00
Andrew Ronan	2.5	\$550.00	\$1,375.00
Brooke Waldrop	7.6	\$750.00	\$5,700.00
Adolfo Sanchez Contreras	28.9	\$250.00	\$7,225.00
Yesenia Silva	15.8	\$250.00	\$3,950.00
Quantity Total			220.75
Subtotal			\$179,895.76
Total			\$179,895.76

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/21/2026	\$179,895.76	\$0.00	\$179,895.76
Outstanding Balance				\$179,895.76
Total Amount Outstanding				\$179,895.76

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

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

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

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

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

EXHIBIT #5

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SACRAMENTO**

14 TIKIA HOPKINS, an individual, on behalf of
15 herself and on behalf of all persons similarly
16 situated,

17 Plaintiffs,

18 vs.

19 CHILD ACTION, INC., a Corporation; and
20 DOES 1 through 50, inclusive,

21 Defendants.

CASE NO.: 24CV002513

**DECLARATION OF TIKIA HOPKINS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: October 17, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: February 13, 2024

Trial Date: Not set

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28 **DECLARATION OF TIKIA HOPKINS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

1 I, Tikia Hopkins, declare as follows:

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

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

7 3. During the class period I worked as a Childcare Subsidy Coordinator for the Defendant
8 Child Action, Inc. ("Child Action") ("Defendant") in California, and during that time period I was
9 classified by Defendant as a non-exempt employee.

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

16 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
17 because I felt that my legal rights as an employee and others like me were violated. I often was
18 required to work off the clock, I did not receive compliant meal periods and rest breaks, which
19 were late, interrupted or missed entirely. Also, my time worked was systematically shaved due to
20 Defendant's rounding policy. In addition, I was forced to use my personal cell phone for work
21 related purposes without reimbursement.

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

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DECLARATION OF TIKIA HOPKINS IN SUPPORT OF MOTION FOR PRELIMINARY
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1 representative. I would also contact my attorneys from time to time if I had any questions about
2 the case.

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

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

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

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

24 11. A mediation took place on April 14, 2025 with David A. Rotman, Esq., a well-respected
25 and experienced mediator of wage and hour class actions. After the mediation the parties were
26 able to come to an agreement to settle the action based on a mediator's proposal. I communicated
27 with my attorneys regarding the terms of the settlement which was reached between the parties

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1 and understood that I was representing absent class members and therefore wanted the best
2 possible result to be obtained for the class members and I believe a very positive result was in fact
3 achieved via settlement. I reviewed and signed the Memorandum of Understanding on May 12,
4 2025.

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

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

16 14. I believe I did the right thing by filing this case on behalf of the class members who,
17 subject to court approval, are in line to receive monetary payments as a result of this case and
18 settlement. This is money they may never have ever gotten if I did not pursue this action on their
19 behalf. I feel significant personal satisfaction to know that I played a role in the class members
20 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
21 requested Class Representative Service Payment of \$15,000 from the settlement is fair
22 compensation for the work I performed and the risks I undertook.

23 15. As part of the settlement it was necessary for me to sign a general release of all claims I
24 may have against Defendants. I believe the Class Representative Service Payment I have requested
25 provides me with some compensation for this agreed release.

26 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my
27 employer, the exposure to being responsible for paying Defendants' costs in the event we did not

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1 win the case, the reputational risk that future employers may hold this lawsuit against me, the
2 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
3 Class Representative service payment is fair and reasonable.

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

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4 Executed on 09/16/2025, at Sacramento, CA.
5 (city, state)

6 *Tikia Hopkins*

Tikia Hopkins (Sep 16, 2025 17:27:39 PDT)

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28 DECLARATION OF TIKIA HOPKINS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT