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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SACRAMENTO**

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

18 Plaintiff,

19 vs.

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

22 Defendants.

CASE NO.: **24CV002513**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: October 17, 2025

Hearing Time: 9:00 a.m.

Reservation ID # **A-02513-001**

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: February 13, 2024

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiff Tikia Hopkins ("Plaintiff") in this matter. As such, I am fully familiar with the
4 facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff's unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant Child Action, Inc.
8 ("Defendant"), which motion seeks entry of an order: (1) preliminarily approving the proposed
9 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
10 certifying the Class, which is comprised of "all individuals who are or previously were employed by
11 Defendant Child Action, Inc. who were classified as non-exempt in the State of California during the
12 Class Period", which is February 13, 2020 through April 14, 2025; (3) provisionally appointing
13 Plaintiff as the representative of the Class; (4) provisionally appointing Blumenthal Nordrehaug
14 Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-
15 wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing
16 Apex Class Action as Administrator, and (8) scheduling a final approval hearing date, proposed for
17 March 13, 2026 which is at least 120 days from preliminary approval, to consider Plaintiff's motion
18 for final approval of the settlement and for approval of attorneys' fees and expenses. Attached
19 hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
20 ("Agreement") along with exhibits thereto. This Declaration incorporates by reference the
21 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth in
22 the Agreement. The Court's Checklist is addressed here in order:

23
24 **A. CHECKLIST OF APPROVAL OF CLASS ACTION SETTLEMENT**
25 **AND/OR PAGA SETTLEMENTS** - In compliance with Sacramento Superior Court, Local Rule
26 2.99.05, I attest that (1) I have reviewed the Checklist of Approval of Class Action Settlement
27 and/or PAGA Settlements ("Checklist") and (2) Plaintiff's motion papers were prepared in
28

1 compliance with the Checklist. The following is an identification of each item in the checklist with
2 numbers corresponding to the number in the checklist:

3 1. The description of the case and claims, along with the procedural
4 history is set forth below at ¶¶ 7-14.

5 2. Attached hereto as Exhibit #1 is a copy of the fully executed Class
6 Action and PAGA Settlement Agreement ("Agreement") along with exhibits thereto.

7 3. The Gross Settlement Amount is One Million Dollars (\$1,000,000) to
8 be paid by Defendant, as set forth in the Agreement at ¶ 1.22.

9 4. The Gross Settlement Amount of \$1,000,000 is non-reversionary.
10 (Agreement at ¶ 1.22.)

11 5. The Gross Settlement Amount of \$1,000,000 is non-reversionary
12 and the payments to he Class will be mailed automatically

13 6. The following is a table of the key financial terms of the Settlement
14 and the proposed deductions:

15 **\$1,000,000** (Gross Settlement Amount)

16 - \$15,000 (Plaintiff's proposed service award - not to exceed amount)

17 - \$28,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)

18 - \$333,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)

19 - \$25,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)

20 - \$10,000 (Administration Expenses Payment - not to exceed amount)

21 **\$588,667** (Net Settlement Amount).

22 7. As set forth in Agreement at ¶ 3.2(e)(i), the Individual
23 Class Payments payable to Participating Class Members will be paid from the Net Settlement
24 Amount and allocated as follows: 20% of each Participating Class Member's Individual Class
25 Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are
26 subject to payroll tax withholding and will be reported on an IRS W-2 Form. 80% of each
27 Participating Class Member's Individual Class Payment will be allocated to settlement of claims for
28 non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The

1 Non-Wage Portions are not subject to payroll tax withholdings and will be reported on IRS 1099
2 Forms. Defendant will pay the employer's share of the payroll taxes for the wage portion of the
3 Individual Class Payments in addition to the Gross Settlement Amount. (Agreement at ¶ 3.1.)

4 8. No duties are being placed on the Class Members to receive payment.
5 The Individual Class Payments will be mailed out automatically to all Class Members who do not opt
6 out.

7 9. For purposes of this Settlement, the "Class" is defined as "all
8 individuals who are or previously were employed by Defendant Child Action, Inc. who were
9 classified as non-exempt in the State of California during the Class Period." (Agreement at ¶ 1.5.)
10 The Class Period is from February 13, 2020 through April 14, 2025. (Agreement at ¶ 1.13.) From
11 the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will
12 be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
13 by all Participating Class Members during the Class Period and (b) multiplying the result by each
14 Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Defendant has represented that
15 the Class consists of approximately 330 Class Members who collectively worked a total of 45,000
16 Workweeks. (Agreement at ¶ 4.1.) The Parties further agree The Gross Settlement Amount will
17 increase proportionally with added Workweeks if the actual number of Workweeks in the Class
18 Period is more than 10% of 45,000 Workweeks. (Agreement at ¶ 9.)

19 10. The "Released Class Claims" are all claims that were alleged, or
20 reasonably could have been alleged, based on the facts stated in the Operative Complaint which
21 occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class
22 Members do not release any other claims, including claims for vested benefits, wrongful termination,
23 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
24 security, workers' compensation, or claims based on facts occurring outside the Class Period.
25 (Agreement at ¶ 1.38.) The investigation performed and how the settlement was reached before a
26 mediator is discussed below.

27 11. The scope of the release complies with *Amaro* as it is limited to the
28

1 claims that “were alleged, or reasonably could have been alleged, based on the facts stated in the
2 Operative Complaint”. (Agreement at ¶ 1.38.)

3 12. Both the Class Period and the release period end on April 14, 2025.

4 13. The discussion of the valuation of claims is set forth below at
5 paragraph 6 and the discussion of the risks and defenses to the claims is set forth below at
6 paragraphs 24-26.

7 14. The “Aggrieved Employees” are “all individuals who are or previously
8 were employed by Defendant in California and classified as a non-exempt employee at any time
9 during the PAGA Period.” (Agreement at ¶ 1.4.) The PAGA Period is October 23, 2022 through
10 April 14, 2025. (Agreement at ¶ 1.31.) A discussion of the PAGA claim and its valuation is set
11 forth in paragraph 33 below.

12 15. The settlement does not have a payment plan.

13 16. A discussion of the PAGA claim and its valuation is set forth in
14 paragraph 33 below.

15 17. Based upon 330 Class Members who collectively worked 45,000
16 Workweeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of
17 \$3,030 per Class Member and \$22.22 per Workweek and after deductions the Net Settlement
18 Amount provides an average recovery of \$1,783.83 per Class Member and a recovery of \$13.08 per
19 Workweek. . The escalator provision ensures that the final recoveries are within a 10% buffer.

20 18. The settlement provides for a procedure whereby any settlement
21 checks not cashed within 180 days will be voided and any funds represented by such checks sent to a
22 Cy Pres Recipient under C.C.P. § 384(b). (Agreement at ¶ 5.4.) The Parties have selected Legal
23 Aid at Work as this Cy Pres Recipient, subject to Court approval. Neither Class Counsel nor the
24 Plaintiff have any affiliation with, interest in or relationship with Legal Aid at Work. The
25 Declaration of Dylan De Witt similarly verifying the lack of any connection to or relationship with
26 Legal Aid at Work is attached hereto as Exhibit #5

27 19. In accordance with the Agreement, Defendant will provide to the
28

1 Administrator a confidential electronic spreadsheet containing the Class Data information.
2 (Agreement at ¶ 4.2.) Within 14 days of receipt of the Class Data, the Administrator will mail the
3 Class Notice to all Class Members via first-class U.S. Mail using the most current mailing address
4 information available. (Agreement at ¶ 8.4(b).) The Class Notice, drafted jointly and agreed upon by
5 the Parties through their respective counsel and to be approved by the Court, includes all relevant
6 information. (See Exhibit “A” to the Agreement.) The Class Notice will include, among other
7 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members
8 if they do not opt out, including a description of the applicable release; (iii) information to the Class
9 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual
10 Class Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be
11 sought; (v) the amount of the Plaintiff’s service award request; and (vi) the anticipated expenses of
12 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days
13 from the date that the Class Notice is mailed to them (the “Response Deadline”) to request exclusion
14 (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be
15 given the opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses
16 and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not
17 submit a timely and proper request to opt-out will automatically receive a payment of their Individual
18 Class Payment. This notice program was designed to meaningfully reach the Class Members and it
19 advises them of all pertinent information concerning the Settlement.

20 20. The Settlement provides for a fee award not to exceed one-third (1/3)
21 of the Gross Settlement Amount (Agreement at ¶ 3.2(b)), which as discussed below at paragraph 34,
22 is within the range of reasonableness for purposes of preliminary approval. The payment of Class
23 Counsel attorneys’ fees shall be made only to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

24 21. The settlement provides for attorneys' costs not to exceed \$28,000
25 from the Gross Settlement Amount. (Agreement at ¶ 3.2(b).) Class Counsel will document the final
26 amount and the specific itemization of these costs at final approval.

27 22. Subject to Court approval, the Agreement provides for a payment of
28

1 no more than \$15,000 to the Plaintiff as his Class Representative Service Payment. (Agreement at ¶
2 3.2(a).) The service award is addressed below at paragraphs 27 and 35, and is supported by a
3 declaration from the Plaintiff filed in support of this motion.

4 23. Besides the action identified as part of this settlement at paragraph
5 1.1 of the Agreement brought by the Plaintiff, I am unaware of any other related cases pending
6 against Defendant which would be impacted by this settlement. I have searched the LWDA database
7 which evidences that there are no other currently pending PAGA complaints served against
8 Defendant (other than PAGA notice served by the Plaintiff in this Action).

9
10 B. **CLASS ADMINISTRATION AND CLASS NOTICE:**

11 1. Settlement Administration - After seeking bids from qualified
12 administrators, Apex Class Action LLC was selected as the Administrator, as Apex Class Action
13 provided an estimate of \$8,250 to perform the settlement administration for a Class of up to 370. I
14 have used Apex Class Action successfully as the administrator in more than twenty class settlements
15 in the last couple years and know them to be competent and experienced. My firm has no
16 relationship or connection with Apex Class Action, and thus no conflict of interest exists.
17 Submitted herewith is the Declaration of Sean Hartranft from Apex Class Action which includes the
18 estimate for administration from Apex Class Action. There will be a website for this settlement, the
19 location of which will be provided to the Class in the Court notice and that is where relevant
20 documents, including the Judgment, will be posted for viewing by the Class. (See Class Notice at
21 section 10.)

22 2. Class Notice - The Class Notice, drafted jointly and agreed upon by
23 the Parties through their respective counsel and to be approved by the Court, includes all relevant
24 information. (See Exhibit "A" to the Agreement.) The Class Notice will include a Spanish
25 translation. (Agreement at ¶ 1.11.) The Class Notice will include, among other information: (i)
26 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
27 opt out, including a description of the applicable release; (iii) information to the Class Members
28 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class

1 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
2 sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of
3 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from
4 the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-
5 out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be
6 given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses
7 and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not
8 submit a timely and proper request to opt-out will automatically receive a payment of their Individual
9 Class Payment. This notice program was designed to meaningfully reach the Class Members and it
10 advises them of all pertinent information concerning the Settlement.

11
12 Fairness of Settlement

13 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
14 of One Million Dollars (\$1,000,000) (the "Gross Settlement Amount") is to be paid by Defendant, as
15 set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action
16 between the Parties and will be made in full and final settlement of the Released Class Claims in
17 exchange for the payments to Participating Class Members from the Net Settlement Amount, and
18 includes (a) the costs of administration of the settlement, (b) all attorneys' fees and costs, (c) the
19 Class Representative Service Payment, and (d) the PAGA Penalties payment allocated 75% to the
20 LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The following is a table of
21 the key financial terms of the Settlement and the proposed deductions:

22 **\$1,000,000** (Gross Settlement Amount)

- 23 - \$15,000 (Plaintiff's proposed service award - not to exceed amount)
24 - \$28,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
25 - \$333,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
26 - \$25,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
27 - \$10,000 (Administration Expenses Payment - not to exceed amount)

28 **\$588,667** (Net Settlement Amount)

1 4. The relief provided in the Settlement will benefit all members of the Class. The
2 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
3 Payments to the Class Members are all determined under a neutral methodology. Each Participating
4 Class Member will receive the same opportunity to participate in and receive payment through a
5 neutral formula that is based upon the Workweeks for that individual.

6 5. On March 3, 2025, the Parties participated in an all-day mediation session presided
7 over by David Rotman, Esq., a respected and experienced mediator of wage and hour class actions.
8 In preparation for the mediation, Defendant provided Class Counsel with timekeeping and
9 employment data and other information regarding the Class Members, various internal documents,
10 and other compensation and employment-related materials. Class Counsel analyzed the data with the
11 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
12 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
13 for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair,
14 reasonable, and adequate.

15 6. **Maximum Valuation and Discounted Valuation.** Based upon 330 Class Members
16 who collectively worked 45,000 Workweeks (Agreement at ¶ 4.1), the Gross Settlement Amount
17 provides an average value of \$3,030 per Class Member and \$22.22 per Workweek and after
18 deductions the Net Settlement Amount provides an average recovery of \$1,783.83 per Class
19 Member and a recovery of \$13.08 per Workweek. The calculations to compensate for the amount
20 due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's
21 damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used this expert to
22 analyze the data and determine the potential unpaid wages for the employees. The maximum
23 potential damages were calculated to be \$101,488 for the alleged unpaid wages due to rounding
24 practices, \$61,621 for the alleged underpaid overtime due for shifts over 8 hours, \$2,270 for the
25 alleged unpaid overtime wages due to the miscalculation of the regular rate, \$48 for the alleged
26 unpaid meal premiums due to the miscalculation of the regular rate, \$1,466,544 for alleged meal
27 period damages based upon a 33.5% potential violation rate for shifts observed in the time records
28 and after deduction for meal premiums already paid by Defendant, and \$1,470,374 for alleged rest

period damages based upon the same 33.5% potential violation rate observed for meal breaks, \$53,720 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of \$3,156,065. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of between \$50,247 and \$596,681, depending on the predicate violation, and potential maximum wage statement penalties were \$981,400.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,000,000 represents more than 31% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.² Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific details as to the calculation and valuation of the claims for purposes of mediation and the negotiation of the Settlement are as follows:

A. Payroll and Timekeeping Data. Defendant is a non-profit organization based in Sacramento that provides child care resources in California. Plaintiff received and Plaintiff's expert analyzed time punch data which covered 112

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

² Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed below at ¶33.

1 employees, 49,054 shifts worked and 11,292 workweeks, which was then
2 extrapolated to the entire Class at the time of mediation. Based on the data
3 received, the average hourly rate for the Class used in the class-wide valuation
4 calculations was \$27.72.

5 **B. Alleged Off-The-Clock Work Due To Rounding.** The off-the-clock claim
6 is based on allegations that Defendant's rounding practices resulted in unpaid
7 work time. As a result, they were systematically subjected to this alleged
8 uncompensated work time. These rounding practices ended on or about
9 February 20, 2024. A comparison of time records with payroll records
10 showed that for pay periods with an underpayment, the average was 2.4
11 minutes per shift. The maximum unpaid wages due to rounding were
12 calculated to be \$101,488. In light of the fact that rounding could also result
13 in overpayment for some shifts, and Defendant's contention that the policy wS
14 facially neutral, Plaintiff believes that class certification and liability for for this
15 claim is uncertain. Plaintiff discounted this maximum valuation for this claim
16 by 50% for the risk of certification and 30% for the risks of class-wide
17 liability, resulting in a discounted value of \$15,223.

18 **C. Alleged Unpaid Overtime.** An analysis of payroll ad time records showed
19 that in some pay periods, there appeared to be overtime hours worked that
20 were paid at the normal rate of pay. The damages for this alleged underpaid
21 overtime was the 0.5 differential between normal pay and overtime pay. This
22 occurred in approximately 3% of pay period, resulting in an estimated 4,472
23 underpaid overtime. The maximum damages due to this alleged underpaid
24 overtime was calculated to be \$61,621. Plaintiff believes that there was a
25 medium risk for class certification and a medium risk of liability. Plaintiff
26 discounted this maximum valuation for this claim by 50% for the risk of
27 certification and 50% for the risks of class-wide liability, resulting in a
28

discounted value of \$15,405.

D. Alleged Miscalculation of the Regular Rate. Plaintiff alleges that when paying overtime and meal premiums, the Defendant incorrectly calculated the regular rate used for these wages. Plaintiff alleged that the following additional remunerations were not included in the regular rate: Incentive Pay (71). For overtime wages, 33% of employees and 0.8% of pay periods have overtime underpayments. For overtime wages, 0.9% of employees and 3.1% of pay periods have meal premium underpayments. The damages are calculated as the differences between the overtime earnings, assuming these earnings were paid properly at the regular rate including all remunerations above, and the actual payouts. The alleged unpaid wages from the miscalculation of the regular rate applicable to overtime was calculated to total \$2,270. The alleged unpaid wages from the miscalculation of the regular rate applicable to meal premiums was calculated to total \$48. Plaintiff believes this was a clear basis for liability as a matter of pure math, however, the damages for the Class are low. Plaintiff maintains that there is a high degree this claim would be certified and a high degree that liability could be establish on a class-wide basis. As a result, Plaintiffs did not really discount this claim when evaluating the reasonableness of a settlement.

E. Meal Period Violations. The meal period claim is based upon the analysis of time punch records. The time punch records reflect a meal break violation rate with waiver of 33.5% of shifts greater than 6 hours (55,764 unique violations out of 163,809 shifts greater than 6 hours). The pay data reflects meal break premiums paid in 0.2% of instances. The 55,764 unique meal break violations include 39,566 late (after 5th hour), 2,672 missed (for shifts greater than 6 hours), and 29,966 short (under 30 minutes). The damages for a missed period is one hour of pay under Labor Code §§266.7 and 512. As a

1 result, the maximum potential damages for alleged meal period violations
2 using the 33.5% potential violation rate and after deduction of the meal
3 premiums paid (\$3,829) were therefore calculated to be \$1,466,544. The
4 meal period claim presents a medium likelihood of class certification, and a
5 medium likelihood that class-wide recovery could be obtained at trial.
6 Plaintiff discounted this maximum valuation for this claim by 50% for the risk
7 of certification and 50% for the risks of class-wide liability, resulting in a
8 discounted value of \$366,636.

9 **F. Alleged Rest Period Violations.** The rest period claim is difficult to calculate
10 because California law does not require rest periods to be recorded. For this
11 claim, Plaintiff used the same 33.5% violation assumption observed for meal
12 breaks based upon the fact that the circumstances resulting in the meal period
13 violation could likewise result in a similar failure to provide off duty rest
14 periods. This likely overstates the rest period claim value as there were likely
15 some times a rest period was taken by Class Members even where a meal
16 period was missed given the rest periods are easier to take. The damages for
17 a missed period is one hour of pay under Labor Code §§266.7 and 512. As a
18 result, the maximum potential damages for alleged rest period violations using
19 this 33.5% violation rate were estimated to be \$1,470,374. The rest period
20 claim presents a low likelihood of class certification and a low likelihood that
21 class-wide recovery could be obtained at trial. Plaintiff discounted this
22 maximum valuation for this claim by 30% for the risk of certification and by
23 30% for the risks of class-wide liability, resulting in a discounted value of
24 \$132,334.

25 **G. Alleged Business Expenses Reimbursement.** The expense reimbursement
26 claim was based upon the personal cell phone usage for work purposes, such
27 as calls from managers. Defendant countered that a company phone was
28 provided, so personal cell phone usage was not necessary. The value of this

1 claim used was \$5 per month to calculate that the maximum potential damages
2 for the alleged failure to reimburse business expenses were \$53,720. Plaintiff
3 believes that there is a medium likelihood of class certification for this claim,
4 and medium likelihood of class-wide liability because Defendant contended
5 that any personal cell phone usage was merely convenient and voluntary such
6 that reimbursement was not legally required. This defense could result in a
7 denial of class certification and/or a denial of liability on this claim. Plaintiffs
8 discounted this maximum valuation for this claim by 75% for the risk of
9 certification and by 50% for the risks of class-wide liability and recovery,
10 resulting in a discounted value of \$20,145.

11 **H. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for
12 all 95 terminated employees x 30 days x 7.6 hours per day. As such, the
13 maximum value of the potential waiting time penalties were calculated to be
14 \$596,681. An alternate waiting time penalty valuation was calculated to be
15 \$50,247 based only on those 8 terminated employees with alleged regular rate
16 violations. This claim is entirely derivative of the unpaid wage claims above,
17 and therefore suffers from the same risks, plus Defendant maintains additional
18 defenses of a good faith defense specific to this claim. The recent decision
19 that good faith belief dispute as to wages owed by the employer in *Naranjo v.*
20 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
21 negate this claim even if wages were owed to the class. In light of the state of
22 the law, and the Defendant's defenses not only to the predicate claims but also
23 as to a good faith defense to the wage statement claim resulting in a further
24 risk discounting of 25%, Plaintiff discounted this claim significantly to
25 \$22,376.

26 **I. Alleged Wage Statement Penalties.** Wage Statement Penalties are
27 calculated at \$50 for the initial violation and \$100 for each subsequent
28 violation with a max of \$4,000 per employee (assumes 100% violation). The

1 Wage Statement claim is predicated and is derivative of the above claims, so
2 the maximum valuation assumed there was a violation in every pay period
3 within the applicable one-year statute of limitation. The maximum value of
4 the potential wage statement penalties were therefore calculated to be
5 \$981,400. This claim is entirely derivative of the unpaid wage claims above,
6 and therefore suffers from the same risks, plus Defendant maintains additional
7 defenses of a lack of knowing and willful conduct specific to this claim. The
8 recent decision that good faith belief of compliance by the employer in
9 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could
10 completely negate this claim even if wages were owed to the class. In light of
11 the state of the law, and the Defendant's defenses not only to the predicate
12 claims but also as to a good faith defense to the wage statement claim
13 resulting in an additional 25% risk discounting, Plaintiff discounted this claim
14 significantly to \$36,802.

15 **J. Total Discounted Valuation.** Based upon the above discounted valuations
16 for each of the above class claims, the total discounted valuation for all class
17 claims would be \$611,239, which compares favorably to the Gross Settlement
18 Amount in this Settlement.

19 **K. Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA
20 penalties are paid primarily (75%) to the State of California, and do not
21 compensate for or release the individual claims of the employees. As such, the
22 PAGA Claim is not included in this valuation, however, the PAGA claim is
23 addressed separately below at paragraph 33.

24
25 Procedural History of the Litigation

26 7. On October 23, 2023, Plaintiff filed with the LWDA and served on Defendant a
27 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
28 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA

1 Notice is attached hereto as Exhibit #3 for the Court's reference and also included a copy of the draft
2 complaint with the PAGA Notice.

3 8. On February 13, 2024, Plaintiff commenced this Action by filing a Class Action
4 Complaint against Defendant in the Superior Court of the State of California, County of Sacramento
5 (the "Class Action"). This Class Action Complaint asserted class claims against Defendant for: (1)
6 unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay
7 minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay
8 overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide
9 required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
10 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide
11 accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to to
12 reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure
13 to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9)
14 failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246. On
15 February 14, 2024, Plaintiff filed a separate Representative Action Complaint against Defendant (the
16 "PAGA Action"). Plaintiff's Representative Action Complaint asserted claims against Defendant for
17 Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for alleged violations of Labor Code §§ 201,
18 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
19 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
20 California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the
21 applicable Wage Order(s).

22 9. On July 16, 2024, Plaintiff filed a First Amended Complaint in the Class Action
23 which added PAGA claim and all of the factual allegations and theories of ability from the PAGA
24 Action. The First Amended Complaint is the operative complaint in the Action (the "Operative
25 Complaint"). The separate PAGA Action was dismissed without prejudice on August 23, 2024.

26 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
27 including informal discovery, and the production of documents, class data, and other information,
28 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The

1 information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll
2 data and time punch data for the class covering 49,054 shifts worked and 11,292 workweeks; (3)
3 Defendant's wage and hour policies; (4) the employment file for the Plaintiff; and, (5) samples of
4 wage statements provided by Defendant. As such, Class Counsel received the data and information
5 for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the
6 Class.

7 11. Class Counsel has extensive experience in litigating wage and hour class actions in
8 California. The Parties have intelligently litigated the Action since inception. During the course of
9 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
10 Defendant have engaged in significant research and investigation in connection with the Action.
11 Plaintiff obtained informal discovery and the production of relevant documents and data from the
12 Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of
13 this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

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

23 13. Although a settlement has been reached, Defendant denies any liability or
24 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
25 any purpose other than settlement, the Action is appropriate for class and/or representative
26 treatment. Defendant contends, among other things, that it has complied at all times with the
27 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
28 Defendant contends that class certification is inappropriate for any reason other than for settlement.

1 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends
2 that the Action is appropriate for class certification on the basis that the claims meet the requisites for
3 class certification. Without admitting that class certification is proper, Defendant has stipulated that
4 the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.7). The Parties
5 agree that certification for settlement purposes is not an admission that class certification is proper.
6 Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class
7 could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate
8 and agree that the requisites for establishing class certification with respect to the Class are satisfied.

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

21
22 Settlement Terms and Plan of Allocation

23 15. The Gross Settlement Amount is One Million Dollars (\$1,000,000). (Agreement at ¶
24 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
25 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel
26 Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses
27 Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties
28 payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include Defendant's share

1 of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no
2 reversion to Defendant. (Agreement at ¶ 3.1.)

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

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

19 18. Class Members may choose to opt-out of the Settlement by following the directions in
20 the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not “opt out” will be
21 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
22 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
23 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will
24 remain subject to the release of the Released PAGA Claims regardless of their request for exclusion
25 from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class
26 Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at
27 ¶¶ 8.6 and 8.7, and Ex. A.)

28 19. Participating Class Members must cash their Individual Class Payment check within

1 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days
2 will be voided and any funds represented by such checks sent to a Cy Pres Recipient under California
3 Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.) The Parties have agreed on
4 Legal Aid at Work to be the Cy Pres Recipient, subject to Court approval.

5 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
6 administer the settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator
7 will be paid for settlement administration in an amount not to exceed \$10,000. (Agreement at ¶
8 3.2(c).) Apex Class Action provided an estimate of \$8,250 for administration expenses.

9 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
10 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
11 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
12 Class Counsel Litigation Expenses Payment in an amount not to exceed \$28,000. (Agreement at ¶
13 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
14 for the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

15 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
16 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
17 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$25,000. (Agreement at ¶¶
18 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
19 Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development
20 Agency (“LWDA”) as its share of the civil penalties and 25% allocated to the Individual PAGA
21 Payments to be distributed to the Aggrieved Employees based on the number of their respective
22 PAGA Pay Periods.³ (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the
23 LWDA has been served with this motion and the Agreement.

24
25 Risks of Continued Litigation and Standards for Approval

26
27
28 ³ 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 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
2 and trying this Action against Defendant through possible appeals which could take several years.
3 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
4 complex class actions such as this Action. Class Counsel is also mindful of and recognize the
5 inherent problems of proof under, and alleged defenses to, the claims asserted in the Actions. Based
6 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the
7 Agreement is in the best interest of the Class Members.

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

28 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be

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

9 26. This settlement is therefore certainly entitled to preliminary approval. Were this
10 case to go to trial, the Plaintiff and the other class members would need to prove, among other
11 things, that wages were owed on a class-wide basis. As explained below, this was and is a
12 substantial risk:

13 A. **Risks With Specific Claims and Their Class-Wide Valuations** - The specific
14 claims also had risks which impacted both liability and the valuation of the claim.
15 The claim based on the miscalculation of the regular rate as to overtime and meal
16 premium wages was subject to Defendant's defense that the bonus remuneration was
17 discretionary, and therefore did not need to be included in the regular rate. While
18 liability and certification of this claim based on the miscalculation of the regular was
19 strong in my opinion, the damages to the Class were very small. The meal and rest
20 break claims present significant hurdles for class certification because of the potential
21 for individual issues as to why a break was missed. In my experience, these claims
22 would be difficult to certify. As to the alleged claim for off-the-clock-work based on
23 rounding, again this claims presented problems both as to certification and liability.
24 Defendant could argue that the policy was facially neutral and that any underpayments
25 were negated by overpayments. As to the business expense claim, as discussed
26 above, Defendant argued that any use of the cell phone was voluntary and was not a
27 required expense. Finally, as to the statutory penalties relating to waiting time and
28 wage statements, these claims are both derivative of the above claims and are subject

1 to their own defenses. As discussed above, the Defendant asserted significant
2 defenses to all of the predicate violations, which means that under the new decision in
3 *Naranjo*, even if the violations were proven, these penalties would be denied. As a
4 result, the claims for statutory penalties could have no value through continued
5 litigation.

6 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
7 consideration for his service and for the risks undertaken on behalf of the Class. (Agreement at ¶
8 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel over the course of
9 litigation. The Declaration of the Plaintiff is submitted herewith in support. At this stage, the not to
10 exceed amount for the requested service award is within the accepted range of awards for purposes
11 of preliminary approval, subject to the Court's determination at final approval. *See e.g. Andrews v.*
12 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that
13 the requested service awards of \$15,000 each are appropriate); *Louie v. Kaiser Foundation Health*
14 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to
15 each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17
16 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000
17 in enhancements); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D.
18 Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018
19 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment
20 was \$351).

21 28. The stage of the proceedings at which this Settlement was reached also militates in
22 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
23 conducted a thorough investigation into the facts of the class action. Class Counsel began
24 investigating the Class Members' claims before the Action was filed, and during the course of
25 litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class
26 Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was
27 also experienced with the claims at issue here, as Class Counsel previously litigated and settled
28 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class

1 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
2 success on the merits and the results that could be obtained through further litigation.

3 29. Based on the foregoing data and their own independent investigation and evaluation,
4 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
5 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
6 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
7 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
8 possessed sufficient information to make an informed judgment regarding the likelihood of success
9 on the merits and the results that could be obtained through further litigation.

10
11 Class Certification Issues

12 30. Plaintiff contends that the proposed settlement meets all of the requirements for class
13 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
14 the Court may appropriately approve the Class as defined in the Agreement. This Court should
15 conditionally certify the Class for settlement purposes only, defined as follows:

16 All individuals who are or previously were employed by Defendant Child Action, Inc.
17 who were classified as non-exempt in the State of California during the Class Period.
18 (Agreement at ¶ 1.5.)

19 The Class Period is from February 13, 2020 through April 14, 2025. (Agreement at ¶ 1.13.)

20 a. **Numerosity** - Plaintiff asserts that the 330 current and former
21 employees that comprise the Class can be identified based on Defendant's records and are sufficiently
22 numerous for class certification.

23 b. **Common Issues Predominate** - Plaintiff contends that common questions of
24 law and fact are present, specifically the common questions of whether Defendant's employment
25 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,
26 whether Class Members were lawfully compensated for all hours worked, whether Defendant failed
27 to provide required expense reimbursement, and whether Class Members are entitled to damages and
28 penalties as a result of these practices. Plaintiff contends that certification of this Class is appropriate

1 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a
2 result, these common questions of liability could be answered on a class wide basis.

3 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement is
4 fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a non-
5 exempt employee, and, like every other member of the Class, was subject to the same employment
6 practices. Plaintiff, like every other member of the Class, also claims owed compensation as a result
7 of the Defendant's uniform company policies and practices. Thus, the claims of Plaintiff and the
8 members of the Class arise from the same course of conduct by Defendant, involve the same issues,
9 and are based on the same legal theories.

10 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
11 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
12 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
13 adequacy requirement is met here. First, Plaintiff is well aware of her duties as the representative of
14 the Class and has actively participated in the prosecution of this case to date. Plaintiff effectively
15 communicated with Class Counsel, provided documents and information to Class Counsel, and
16 participated in the investigation and resolution of the Action. The personal involvement of the
17 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached. Second,
18 Plaintiff retained competent counsel who are experienced in employment class actions and who have
19 no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of the
20 Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts and
21 legal theories. Under such circumstances, there can be no conflicts of interest, and adequacy of
22 representation is satisfied.

23 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
25 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
26 experience. We have handled a number of class actions and complex cases and have acted both as
27 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
28 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits

1 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
2 employment law class actions, including claims for misclassification, overtime, expense
3 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
4 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
5 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
6 adequate counsel by the courts throughout California. We have been approved as experienced class
7 counsel by both state and federal courts in California in contested class certification proceedings. A
8 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
9 settlement is defined as “all individuals who are or previously were employed by Defendant Child
10 Action, Inc. who were classified as non-exempt in the State of California during the Class Period.” I
11 have reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or
12 representation which would prevent my firm from representing the interests of the Class this case.
13 My firm only represents employees, and not employers. My firm has never represented Defendant
14 nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is to
15 ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
16 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
17 other employees and classes as the claims are all against different and distinct employers. I can think
18 of no conflict that would arise in our representation of the Class and our adequate representation of
19 the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery
20 for the Class. Moreover, neither the Plaintiff nor Class Counsel have any affiliation with or interest in
21 the proposed Administrator for this settlement or the Cy Pres Recipient. Thus, the adequacy
22 requirement for my firm is satisfied.

23 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
24 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
25 *“A” to the Agreement.*) The Class Notice will include a Spanish translation. (*Agreement at ¶ 1.11.*)
26 The Class Notice will include, among other information: (i) information regarding the Action; (ii) the
27 impact on the rights of the Class Members if they do not opt out, including a description of the
28 applicable release; (iii) information to the Class Members regarding how to opt out and how to

1 object to the Settlement; (iv) the estimated Individual Class Payment for each of the Class Members;
2 (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiff's service
3 award request; and (vi) the anticipated expenses of the Administrator. The Class Notice will state
4 that the Class Members shall have sixty (60) days from the date that the Class Notice is mailed to
5 them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection.
6 (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the opportunity to object to the
7 Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval
8 Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper request to
9 opt-out will automatically receive a payment of their Individual Class Payment. This notice program
10 was designed to meaningfully reach the Class Members and it advises them of all pertinent
11 information concerning the Settlement.

12
13 33. The PAGA Claim -

14 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
15 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
16 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
17 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
18 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
19 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
20 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money
21 to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary
22 consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in
23 isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair,
24 reasonable and adequate, with primary consideration for the interests of absent class members."
25 (LWDA Response at p.4).

26 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
27 maximum value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be
28 between \$572,100 and \$1,144,200 for a single violation in every one of the 11,442 pay periods at

1 issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case
2 of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor
3 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum
4 rate per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
5 \$25,000. This allocation is justified by several important considerations. First, the PAGA claim was
6 subject to the same risks as the underlying class claims. Second, Defendant asserted additional
7 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
8 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
9 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
10 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third, in
11 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
12 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
13 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the
14 PAGA claim. Even if we assume that violations for all 11,442 pay periods were established, using
15 the valuation from *Carrington* results in a potential recovery of only \$57,210 under PAGA. This
16 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA
17 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning
18 of the LWDA in *O'Connor v. Uber*.

19 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
20 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
21 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
22 approximately 2.5% of the total settlement value to resolve the PAGA claims applicable to the class
23 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$572,100 and \$1,144,200 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA
casts further doubt on whether stacking would be permitted.

1 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
2 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
3 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics,*
4 *Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a
5 \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal.
6 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S.
7 Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
8 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
9 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
10 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
11 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
12 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
13 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
14 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
15 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
16 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
17 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
18 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
19 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
20 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
21 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
22 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
23 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
24 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
25 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
26 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
27 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
28 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)

1 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
2 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted
3 as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care*
4 *Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
5 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
6 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
7 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
8 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
9 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
10 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

11
12 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
13 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
14 reasonable, and at the time of final approval, my firm will present lodestar to further support the
15 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal
16 to one-third of the common fund in Court-approved wage and hour class settlements. Some of the
17 class action awards obtained by Class Counsel in similar employment actions throughout the state
18 bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
19 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
20 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
21 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases*
22 (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a
23 one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir*
24 *Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class
25 Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in
26 *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge
27 William Highberger awarded Class Counsel a one-third fee award in a wage and hour class
28 settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior

1 Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a
2 wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine &*
3 *Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger
4 awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in
5 *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D.
6 Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
7 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
8 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
9 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
10 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
11 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
12 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
13 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
14 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
15 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
16 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
17 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
18 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
19 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
20 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
21 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
22 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
23 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
24 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
25 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
26 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
27 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
28 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action

1 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
2 No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class
3 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
4 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
5 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
6 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
7 award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare*
8 (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded
9 a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v.*
10 *Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
11 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
12 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
13 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
14 November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No.
15 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
16 settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo County
17 Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a
18 wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego
19 Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee
20 award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery*
21 *Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat
22 approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler*
23 *v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael
24 Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025,
25 in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339),
26 Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On
27 January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-
28 00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class

1 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court
2 Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour
3 class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light
4 of the fees that have been awarded in other similar cases.

5
6 35. Class Representative Service Payment - The reasonableness of the requested service
7 award is also established by reference to the amounts that other California courts have found to be
8 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
9 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
10 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
11 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
12 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
13 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
14 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
15 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
16 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
17 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
18 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
19 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
20 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
21 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
22 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
23 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
24 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
25 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
26 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
27 2011)(awarding \$10,000 service award together with additional compensation for their general
28 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court

(Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - Besides this Action, I am unaware of any other

1 related cases pending against Defendants which would be impacted by this settlement. I have
2 searched the LWDA database which evidences that there are no other currently pending PAGA
3 actions against Defendant (other than PAGA notice served in this case).

4
5 37. Administration - After seeking bids from qualified administrators, Apex Class Action
6 LLC was selected as the Administrator, as Apex Class Action provided an estimate of \$8,250 to
7 perform the settlement administration for a Class of up to 370. I have used Apex Class Action
8 successfully as the administrator in more than twenty class settlements in the last couple years and
9 know them to be competent and experienced. My firm has no relationship or connection with Apex
10 Class Action, and thus no conflict of interest exists. Submitted herewith is the Declaration of Sean
11 Hartranft from Apex Class Action which verifies their qualifications and includes the estimate for
12 administration from Apex Class Action.

13
14 Service on the LWDA:

15 38. At the same time as the filing and service of this declaration, I also served the
16 LWDA with the entire motion for preliminary approval which service included the Class Action and
17 PAGA Settlement Agreement. This service of the settlement on the LWDA is verified by the
18 accompanying proof of service and a copy of the email receipt for this service is attached hereto as
19 Exhibit #4.

20
21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed this 22nd day of September, 2025, at La Jolla, California.

23
24 By: /s/ Kyle Nordrehaug

25 Kyle Nordrehaug
26
27
28

EXHIBIT #1

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, which ever 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

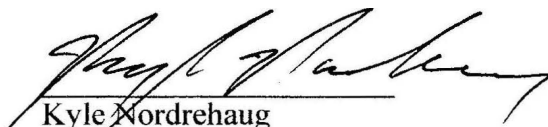
The Parties and their counsel hereby execute this Agreement.

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.

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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:

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Blumenthal Nordrehaug Bhowmik DeBlouw LLP
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La Jolla, CA 92037
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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 #2

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

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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 Ehmman

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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. Culinary 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 Overnight 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 #3

“Aggrieved Employees” refers to all individuals who are or previously were employed by Child Action, Inc. in California, including any employees staffed Child Action, Inc. by a third party, and classified as non-exempt employees during the time period of October 23, 2022 until a date as determined by the Court. Our offices represent Plaintiff Tikia Hopkins (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Child Action, Inc. (“Defendant”). Plaintiff was employed from October of 2022 to October of 2023 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods.

See Vaquero v. Stoneledge Furniture, LLC, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #4

From: no-reply@formassembly.com
To: Kyle@bamlawca.com
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, September 22, 2025 12:41:11 PM

09/22/2025 12:40:59 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/22/2025 12:40:59 PM your Proposed Settlement was successfully processed for case number LWDA-CM-989395-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT #5

P O R T E R | S C O T T

A PROFESSIONAL CORPORATION

Dylan T. De Wit, SBN 327363

ddewit@porterscott.com

2180 Harvard Street, Suite 500

Sacramento, California 95815

TEL: 916.929.1481

FAX: 916.927.3706

Attorneys for Defendant

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

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

Plaintiff,

v.

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

Defendants.

Case No.: 24CV002513

**DECLARATION OF DEFENSE COUNSEL
DYLAN T. DE WIT IN SUPPORT OF
IDENTIFICATION OF CY PRES
RECIPIENT IN CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Hearing Date:

Hearing Time:

Hearing Place:

FAC Filed: 07/16/24

Complaint Filed: 02/13/24

**DECLARATION OF DYLAN T. DE WIT IN SUPPORT OF IDENTIFICATION OF CY PRES
RECIPIENT IN CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT**

1. I am an attorney who is duly licensed to practice before all courts of the State of California and am a shareholder with the law firm Porter Scott, attorneys of record for Defendant CHILD ACTION, INC. (hereinafter, "Defendant"), in the above-entitled matter.

2. The Parties have settled the above-entitled matter. As part of the class and representative action settlement, the Parties have selected Legal Aid At Work as the *cy pres* recipient.

3. Neither my law firm nor I have any connection to or relationship with Legal Aid

At Work that could reasonably create the appearance of impropriety.

By 

Dylan T. De Wit

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 2180 Harvard Street, Suite 500, Sacramento, California 95815.

On the date below, I served the following document:

**DECLARATION OF DEFENSE COUNSEL DYLAN T. DE WIT IN SUPPORT OF
IDENTIFICATION OF CY PRES RECIPIENT IN CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

	BY MAIL: I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	BY PERSONAL SERVICE: I caused such document to be personally delivered to the person(s) addressed below. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.
	BY OVERNIGHT DELIVERY: I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) listed below. I placed the envelope or package for collection and overnight delivery at my office or a regularly utilized drop box of the overnight delivery carrier.
✓	BY ELECTRONIC SERVICE: Pursuant to CCP 1010.6, I caused the documents to be sent to the persons at the electronic notification address(es) listed below during the normal course of business hours and the transmission was reported as complete without error.

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Sacramento, California on September 10, 2025.


Julie Diacon