

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEVAN WATSON and SEDATE
PHILEMON, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SAN DIEGO DIALYSIS SERVICES,
INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2024-00002851-CU-OE-CTL

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

Hearing Date: November 14, 2025

Hearing Time: 10:15 a.m.

[*Hearing scheduled by Order dated June 27,
2025*]

Judge: Hon. Wendy M. Behan

Dept.: 66

Date Action Filed: January 22, 2024

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 Dialysis Services, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action,
2 which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is One Million Five Hundred
4 Thousand Dollars (\$1,500,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement
5 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
6 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to the
8 Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

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

12 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll
13 taxes no later than fourteen (14) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of
14 Individual Class Payments to Participating Class Members along with the other Court-approved
15 distributions shall be made within 14 days after the Defendant funds the settlement. (Agreement at ¶ 5.1.)

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

26 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
27 the Court by mailing the notice packets after updating class members’ addresses using the National
28 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such

1 notices to any forwarding address provided or updated address located. See Declaration of Nick Castro
2 (“Castro Decl.”) at ¶¶ 5-6. Class Members were provided with the opportunity to exclude themselves
3 or "opt out" if they did not want to participate in the settlement. *Id.* at ¶ 11, Exh. A. Significantly, there
4 have been no objections and no requests to opt-out. Castro Decl. at ¶¶ 11-12. As such, 100% of the
5 Class will participate in the Settlement and will be sent a settlement check. Castro Decl. at ¶ 11. All
6 Aggrieved Employees will receive an Individual PAGA Payment and will release the Released PAGA
7 Claims regardless of any request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d)) Finally, the Class
8 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
9 Workweeks. (Agreement at ¶¶ 8.6 and 8.7; Castro Decl., ¶ 12, Ex. A.)

10 (f) A Participating Class Member must cash his or her Individual Class Payment check within
11 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
12 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
13 Property Fund in the name of the Class Member thereby leaving no “unpaid residue”. (Agreement at ¶
14 5.4.)

15 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
16 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed
17 \$15,000. (Agreement at ¶ 3.2(c).) The total Administration Expenses Payment, including fees and costs
18 incurred to-date, as well as anticipated fees and costs for completion of the settlement administration is
19 \$12,550. Castro Decl., at ¶ 15.

20 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
21 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
22 at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel Litigation
23 Expenses Payment in an amount not to exceed \$45,000. (Agreement at ¶ 3.2(b).) Subject to Court
24 approval, the Agreement provides for a payment of no more than \$10,000 each to Plaintiffs as the Class
25 Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate requests for
26 attorneys’ fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
27 support, for these requests, including lodestar.

28 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement

1 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
2 Section 2698, et seq. ("PAGA"). The PAGA Penalties are \$30,000, to be allocated 75% (\$7,500) to the
3 LWDA PAGA Payment and 25% (\$22,500) to the Individual PAGA Payments. (Agreement at ¶ 3.2(d).)
4 The Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved
5 Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked
6 by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
7 Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
8 service, the LWDA has been served with this motion and the Agreement.

9 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
10 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
11 settlement is "fair, adequate and reasonable" (Preliminary Approval Order at ¶3.) In sum, the Settlement
12 valued at \$1,500,000 is an excellent result for the Class. This result is particularly favorable in light of
13 the fact that liability and class certification in this case were far from certain in light of the defenses
14 asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
15 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
16 reasonable and adequate, and should be finally approved.

17
18 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
19 dated June 27, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
20 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On July 28,
21 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
22 each class member with the terms of the Settlement, including notice of the claims at issue and the
23 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
24 sought, how individual settlement awards would be calculated, and the specific, estimated payment
25 amount to that individual. See Declaration of Nick Castro ("Castro Decl.") at ¶ 7, Exh. A. In
26 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in
27 its Preliminary Approval Order. The Administrator has not received any written objections and has not
28 received any requests for exclusion. Castro Decl. at ¶¶ 11-12. As such, 100% of the Class will

1 participate in the Settlement and will be sent a settlement check. Castro Decl. at ¶ 13.

2
3 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
4 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
5 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
6 for required expenses, were not provided accurate itemized wage statements, were not paid all accrued
7 and used sick pay at the correct rate of pay, and were not paid all wages at the time of termination. The
8 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal
9 relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing
10 claims.

11
12 6. Procedural History of the Litigation

13 (a) On January 30, 2024, Plaintiff Watson filed with the LWDA and served on Defendant a
14 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
15 penalties on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202, 203, 204
16 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
17 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
18 Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of the applicable
19 Industrial Welfare Commission Wage Order(s).

20 (b) On November 7, 2023, Plaintiff Watson filed a class action Complaint against Defendant
21 in the Superior Court of the State of California, County of San Diego (the "Class Action"). This Class
22 Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal.
23 Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor
24 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
25 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§
26 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and
27 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code §
28 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code §

1 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
2 and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246.
3 On February 2, 2024, Defendant removed the Class Action to the United States District Court, Southern
4 District of California. On January 22, 2024, plaintiff Devan Watson filed a complaint against Defendant
5 in the Superior Court of the State of California, County of San Diego (“PAGA Action”). Plaintiff
6 Watson's complaint in the PAGA Action consisted of a single cause of action for violation of the Private
7 Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

8 (c) As part of this Agreement, the Parties stipulate to the filing of a First Amended Complaint
9 in the PAGA Action that adds the class action claims alleged in the Class Action and also adds Sadate
10 Philemon as a named Plaintiff. The First Amended Complaint in the PAGA Action is the operative
11 complaint (the “Operative Complaint”), and was filed on or about May 2, 2025.

12 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
13 including both formal and informal discovery and the production of documents, class data, and other
14 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the
15 Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2)
16 payroll data and time punch data for the Class covering 398 employees, 182,339 shifts and 49,698
17 workweeks; (3) Defendant’s wage and hour policies; (4) the employment files for the Plaintiffs; and, (5)
18 samples of wage statements provided by Defendant. As such, Class Counsel received the data and
19 information for the Class, which was sufficient for Plaintiffs’ expert to prepare the valuations of the
20 claims for the Class.

21 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
22 California. The Parties have vigorously litigated the Action since inception. During the course of
23 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
24 Defendant have engaged in significant research and investigation in connection with the Actions. Class
25 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Actions and
26 utilized an expert to perform an analysis of the data and valuation of the claims.

27 (f) Plaintiffs and Defendant agreed to discuss resolution of the Actions through a mediation. Prior
28

1 to mediation, the Parties engaged in the above investigation and the exchange of documents and
2 information in connection with the Action. On November 8, 2024, the Parties participated in an all-day
3 mediation presided over by David Rotman, a respected and experienced mediator of wage and hour class
4 actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal
5 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
6 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
7 length and contentious.

8 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing
9 of any kind associated with the claims alleged in the Actions and further denies that, for any purpose
10 other than settlement, the Actions are appropriate for class and/or representative treatment. Defendant
11 contends, among other things, that it has complied at all times with the California Labor Code, applicable
12 Wage Order, and all other laws and regulations. Further, Defendant contends that class certification is
13 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
14 California wage and hour laws. Plaintiffs further contend that the Actions are appropriate for class
15 certification on the basis that the claims meet the requisites for class certification. Without admitting that
16 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
17 purposes only. (Agreement at ¶ 2.8.) The Parties agree that certification for settlement purposes is not
18 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
19 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
20 of settling the Actions, the Parties stipulate and agree that the requisites for establishing class certification
21 with respect to the Class are satisfied.

22 (h) Class Counsel has conducted an investigation into the facts of the class action. Both
23 formal and informal discovery was obtained, which included the production of relevant documents and
24 data. Class Counsel engaged in a thorough review and analysis of the relevant documents and data with
25 the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
26 possessed sufficient information to make an informed judgment regarding the likelihood of success on
27 the merits and the results that could be obtained through further litigation. In addition, Class Counsel
28

1 previously negotiated settlements with other employers in actions involving nearly identical issues and
2 analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and
3 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
4 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
5 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
6 potential appellate issues.

7

8 7. History of Settlement Discussions

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

15 (b) The Parties attended an arms-length mediation session with David Rotman, a respected
16 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
17 preparation for the mediation, Defendant provided Class Counsel with payroll, time and employment
18 data, along with other information regarding the Class Members, various internal documents, and other
19 compensation and employment-related materials. Class Counsel analyzed the data with the assistance
20 of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator.
21 Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized in the
22 form of a Memorandum of Understanding.

23 (c) From February of 2025 to May of 2025, the settlement agreement and exhibits thereto
24 were finalized and executed. On June 27, 2025, the Court granted the Motion for Preliminary Approval,
25 and entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

28

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

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

22 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be
23 unable to obtain a certified class and maintain the certified class through trial, and thereby not recover
24 on behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully
25 opposed the propriety of class certification, arguing that individual issues precluded class certification.
26 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*,
27 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the
28

1 class has been certified. While other cases have approved class certification in wage and hour claims,
2 class certification in this action was hotly disputed and the maintenance of a certified class through trial
3 was by no means a foregone conclusion.

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

18 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
19 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
20 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
21 to the value of the claims. Based upon 855 Participating Class Members who collectively worked
22 133,233 Workweeks, the Gross Settlement Amount provides a value of \$1,754 per Class Member and
23 \$11.25 per Workweek and, after deductions, the Net Settlement Amount provides an average recovery
24 of \$1,043.80 per Class Member and \$6.69 per Workweek. The calculations to compensate for the amount
25 due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage
26 expert. As to the Class whose claims are at issue in this Action, Plaintiffs used this expert to analyze the
27 data and determine the potential unpaid wages for the employees. The maximum potential damages were
28

1 calculated to be \$514,145 for alleged underpaid overtime wages, \$951,535 for the alleged unpaid wages
2 for off-the-clock work at ten minutes per week, \$4,333,409 for alleged meal period damages based upon
3 a 37% potential violation rate for all shifts worked observed in the time records and after deducting for
4 meal premiums already paid by Defendant, \$5,676,198 for alleged rest period damages based upon the
5 37% violation rate for shifts worked that was observed for meal period records, \$161,820 for alleged
6 unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage valuation was
7 calculated such that Defendant was subject to a maximum damage claim in the amount of \$11,637,107.
8 As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of
9 \$1,989,709, and potential maximum wage statement penalties were \$3,196,000.¹ Defendant vigorously
10 disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of
11 \$1,500,000 represents more than 12.8% of the maximum value of the alleged damages at issue in this
12 case at the time this Settlement was negotiated.² Importantly, the recent decision that good faith belief
13 of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024),
14 could completely negate the claims for waiting time and wage statement penalties, even if wages were
15 owed to the Class. The above maximum calculations should then be realistically risk-adjusted in
16 consideration for both the risk of class certification and the risk of establishing class-wide liability on all
17 claims. Given the amount of the settlement as compared to the potential value of claims in this case and
18
19
20

21 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
22 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
23 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
24 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
25 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.").

26 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
27 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
28 PAGA claim is addressed in the Declaration of Nordrehaug at ¶33 filed in support of the Motion for
Preliminary Approval.

1 the defenses asserted by Defendant, this settlement is fair and reasonable.³ Clearly, the goal of this
2 litigation has been met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
5 defenses both to liability and to class certification. Currently, the maximum and average class member
6 allocation are \$1,721.49 and \$1,043.80, respectively. *See* Castro Decl. ¶ 13. Given the complexities of
7 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
8 reasonable and adequate, and should be finally approved.

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

14
15 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

16 9. **The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be**
17 **Enforced**

18 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
19 fund settlement to be paid by Defendant to the Class in the amount of One Million Five Hundred
20 Thousand Dollars (\$1,500,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
21 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the

22
23 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
24 settlement where the settlement amount constituted approximately 25% of the estimated overtime
25 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
26 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
27 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
28 *Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
2 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
3 Settlement Amount.

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

11 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
12 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
13 counsel for each of the parties as part of the Settlement.

14
15 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
16 Created for the Benefit of the Class

17 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
18 of the Gross Settlement Amount of \$1,500,000, which equals \$500,000 for attorneys’ fees. As part of
19 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
20 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$45,000. Finally,
21 Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the
22 amount of no more than \$10,000 each as their service awards under the Agreement.

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

28 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour

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

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

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

21 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
22 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
23 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
24 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
25 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
26 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
27 to invest substantial time and resources in investigation, litigation, the determination of potential damages
28 and communicating with and responding to opposing counsel's and class members' requests and

1 inquiries.

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

6 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
7 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
8 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
9 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
10 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
11 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
12 Counsel advanced more than \$42,000 in costs which could not have been recovered if this case had been
13 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
14 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
15 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
16 Plaintiff also support the requested awards.

17 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal to
18 \$500,000 is also established by reference to Class Counsel's lodestar in this matter. **The**
19 **contemporaneous billing records for Class Counsel evidence that through October 20, 2025, Class**
20 **Counsel's total lodestar is \$250,615.00, with significant additional fees still to be incurred to**
21 **complete final approval and the settlement process.** The requested fee award is therefore currently
22 equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of less than 2, and
23 there will be additional lodestar incurred by Class Counsel to complete the settlement process and
24 manage the settlement distribution and reports. Such a lodestar cross-check is well within the range of
25 positive multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As a result, this Court may
26

27 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
28 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182

1 conclude that the requested award is fair and reasonable and is justified under California law.

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

9 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
10 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
11 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
12 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
13 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
14 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
15 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
16 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
17 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
18 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
19 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
20 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
21 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
22 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
23 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*

24
25 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
26 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
27 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
28 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

1 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
2 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
3 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
4 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
5 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
6 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
7 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
8 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
9 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
10 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
11 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
12 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
13 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
14 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
15 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
16 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
17 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
18 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
19 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
20 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
21 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
22 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
23 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
24 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
25 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
26 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
27 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
28 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren

1 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
2 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
3 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,
4 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
5 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
6 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
7 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
8 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
9 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
10 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
11 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
12 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case
13 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
14 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees
15 that have been awarded in other similar cases.

16 12. **The contemporaneous billing records for Blumenthal Nordrehaug Bhowmik De**
17 **Blouw evidence that through October 20, 2025, my firm's total lodestar is \$250,615.00**, with
18 significant additional fees still to be incurred to complete final approval and the settlement process. From
19 September 16, 2023 to October 20, 2025, my firm worked on this matter for over 342 hours, with hourly
20 rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the
21 amount of \$250,615.00. The requested fee award is therefore equivalent to Class Counsel's current
22 lodestar with a reasonable positive multiplier, and there will be additional lodestar incurred by Class
23 Counsel to complete the settlement process and manage the settlement distribution and reports. A detailed
24 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
25 Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included
26 in this lodestar amount, including finalizing the final approval motion, attending the hearing on final
27 approval, and monitoring completion of the settlement process. I expect this additional work will result
28

1 in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
2 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
3 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
4 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
5 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates
6 have been approved by Court's throughout California, including the Courts in the Superior Court of
7 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
8 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
9 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
10 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
11 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
12 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
13 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
14 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
15 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
16 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
17 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
18 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
19 Counsel, in years past charged rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
20 Hastings, another opposing counsel in these types of cases, historically charged between \$900 and \$750
21 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable
22 work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested
23 fee award as a percentage of the fund is supported by the currently lodestar incurred, and will be a lower
24 multiplier by the completion of the settlement. The requested award is therefore reasonable viewed by
25 the Lodestar/Multiplier cross-check.

26
27 Litigation Expenses
28

1 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
2 Counsel Litigation Expenses Payment of not more than \$45,000.” Class Counsel requests reimbursement
3 for incurred litigation expenses and costs in the amount of \$42,144.64. Class Counsel have incurred
4 expenses of \$42,144.64 based upon counsel's billing records; therefore, this requested amount is less than
5 the allocation in the Agreement. These litigation expenses include the expenses incurred for filing fees,
6 mediation expenses, expert expenses (Berger Consulting and DM&A), Belaire-West opt-out notice
7 expenses (Apex), court docket download charges, and attorney service charges (OneLegal and Knox),
8 all of which are costs normally billed to and paid by the client. The details of the litigation expenses
9 incurred by my firm in this matter are set forth in Exhibit #3. These costs were reasonably incurred in
10 the prosecution of the Action.

11
12 Service Awards

13 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
14 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
15 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
16 payment and there have been no objections to the requested service awards. The Plaintiffs’ Declarations
17 in support of these requests are attached hereto as Exhibits #5 and 6. As the representatives of the Class,
18 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
19 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
20 searching for documents, working with counsel, and reviewing the settlement documentation. As set
21 forth in the Agreement, the Plaintiffs are also providing a comprehensive release as part of the
22 Settlement, far beyond the class release. The declarations of Plaintiffs detail the involvement, stress and
23 risks they undertook as a result of this Action. The Plaintiffs also assumed the serious risk that they
24 might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being
25 "blacklisted" by other future employers for having filed a class action on behalf of fellow former
26 employees. Without the Plaintiffs’ participation, cooperation and information, no other employees would
27 be receiving any benefit. The payment of service awards to successful class representatives is
28

1 appropriate and the amount of \$10,000 is well within the currently awarded range for similar settlements.
2 The requested awards are also reasonable by reference to the amounts that other California courts have
3 found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline*
4 *L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards
5 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865,
6 at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S.
7 Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v.*
8 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000
9 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*,
10 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
11 \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
12 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
13 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in
14 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles
15 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
16 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award);
17 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court
18 (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
19 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service
20 award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,
21 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*
22 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding
23 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County
24 Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,
25 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service
26 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
27 Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*
28

1 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service
2 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July
3 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
4 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
5 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
6 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
7 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
8 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
9 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
10 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
11 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
12 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
13 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
14 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
15 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
16 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
17 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
18 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
19 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
20 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
21 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
22 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
23 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
24 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
25 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
26 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
27 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District
28

1 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

2 15. The requested service awards are also reasonable in light of the reputational risk that
3 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
4 employment prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is
5 searchable on the internet and may become known to prospective employers when evaluating" them for
6 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
7 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
8 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
9 exists that allows employers to run extensive background searches on potential employees. Companies
10 who provide these services specifically highlight the fact that their services allows employers to weed
11 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
12 whether a prospective employee is likely to sue" the employer, through background checks and other
13 means, to screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has
14 become a necessity in today's litigious society." Back Track Screening also represents: "In today's
15 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁶
16 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
17 extremely competitive and highly litigious, conducting pre employment background checks has become
18 a necessity."⁷

19 16. As a result, Class Counsel respectfully requests approval of the application for award of
20 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
21 expenses in the amount of \$42,144.64, and approval of the requested service awards to the Plaintiffs.

22 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
23 The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik
24

25 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 have-become-a-business-necessity/.

1 De Blouw LLP.

2

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed this 20th day of October, 2025, at San Diego, California.

5

/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo 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

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonja, 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. Alamitos 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. Culinar of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc.– Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Devan Watson and Sadate Philemon (“Plaintiffs”) and defendant San Diego Dialysis Services, Inc. (“Defendant”). The Agreement refers to Plaintiffs 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. “Actions” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Watson, et al. v. San Diego Dialysis, Inc.*, Case No. 37-2024-00002851-CU-OE-CTL, initiated on January 22, 2024 and pending in Superior Court of the State of California, County of San Diego (the “State Action” or the “PAGA Action”), and *Watson, et al. v. San Diego Dialysis, Inc.*, Case No. 2:22-CV-04979, initiated on November 7, 2023 and pending in the United States District Court, Southern District of California (the “Federal Action” or the “Class Action”).
- 1.2. “Administrator” means ILYM Group, Inc., 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 non-exempt at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik 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, if applicable 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 November 7, 2019 to October 7, 2024.
- 1.14. “Class Representative” means each of the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of San Diego.

- 1.17. “Defendant” means San Diego Dialysis Services, Inc.
- 1.18. “Defense Counsel” means David H. Stern, Alex E. Spjute, and Jennifer D. Ghassemi of Baker & Hostetler LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) 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 (c) 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 substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 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 Five Hundred Thousand Dollars (\$1,500,000) 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 Payments 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 substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 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 to October 7, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Watson’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 (\$7,500) and the 75% to LWDA (\$22,500) 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. “Plaintiffs” means Devan Watson and Sadate Philemon, the named plaintiffs in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of

the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

- 1.38. “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 during employment in a non-exempt position in California, including (a) failure to pay minimum wages under California Labor Code §§ 1194, 1197, and 1197.1; (b) failure to pay all overtime wages under California Labor Code § 510; (c) failure to provide meal periods under California Labor Code §§ 226.7 and 512; (d) failure to authorize and permit rest periods under California Labor Code §§ 226.7 and 512; (e) failure to provide all sick pay/paid time off wages under California Labor Code §§ 201-203, 233, and 246; (f) failure to provide accurate itemized employee wage statements under California Labor Code § 226; (g) failure to pay all wages when due under California Labor Code §§ 201-203; (h) failure to reimburse/illegal deductions under California Labor Code § 2802; (i) violation of Unfair Competition Law, California Business & Professions Code § 17200; and (j) any claims based on claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and brought under California Labor Code §§ 2698, *et seq.* 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 nonexempt 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, parent entities, attorneys, agents, 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 expiry of the Response Deadline.

1.43. “Settlement” means the disposition of the Actions 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 November 7, 2023, plaintiff Devan Watson filed a complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Class Action”). Plaintiff Devan Watson’s complaint in the Class Action 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 wages in violation of California Labor Code §§ 201-203, 233, 246.

2.2. On February 2, 2024, Defendant removed the Class Action to the United States District Court, Southern District of California.

2.3. On January 22, 2024, plaintiff Devan Watson filed a complaint against Defendant in the Superior Court of the State of California, County of San Diego (“PAGA Action”). Plaintiff Watson’s complaint in the PAGA Action consisted of a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

- 2.4. On November 8, 2024, the Parties participated in an all-day mediation presided over by David Rotman, Esq., a respected mediator of wage and hour representative and class actions. Although the mediation did not result in a settlement, the Parties agreed to participate in a second half-day mediation with David Rotman, Esq. on December 10, 2024. Following the second mediation on December 10, 2024, each side, represented by its respective counsel, were able to agree to settle the Actions 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.
- 2.5. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) ("*Dunk/Kullar*").
- 2.6. On April 14, 2025 the Parties filed a Stipulation for Leave to File a First Amended Complaint in the PAGA Action. The First Amended Complaint adds the class action claims alleged in the Class Action and also adds Sadate Philemon as a named Plaintiff. The First Amended Complaint in the PAGA Action is the operative complaint in the Actions (the "Operative Complaint").
- 2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.8. 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 Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions 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, the fact the Parties were willing to stipulate to class certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether any court should certify as a class any claims in a non-settlement context in the Actions or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability and reserves all available defenses to the claims in the Actions. Moreover, the Parties agree that, should the Settlement not become effective, the Actions shall proceed as if no Agreement had been entered into, including that the Federal Action shall proceed as the first-filed action with respect to Class claims, and any Class claims added to the State Action by way of stipulated amendment as part of this Agreement shall be stayed in favor of the first-filed Federal Action, such that the Parties are returned to

their ex ante litigation positions before entering into this Agreement or the Memorandum of Understanding and this Agreement shall be deemed void ab initio.

- 2.9. 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 \$1,500,000 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs 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 Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service 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 \$500,000, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs 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 Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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 \$15,000 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 \$15,000, 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 \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (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.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of approximately 847 Class Members who collectively worked a total of approximately 130,000 Workweeks, and approximately 673 Aggrieved Employees who worked a total of approximately 27,000 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 later than 14 days after the Effective Date.

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 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 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, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all known and unknown 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, (b) all known and unknown claims arising from or related to Plaintiffs' current or former employment with Defendant as of the date Defendant fully funds the entire Gross Settlement Amount, and (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and in the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish 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.

(b) Plaintiffs agree that any current or future dispute with Defendant of any nature, excluding the Class and PAGA claims alleged in the Operative Complaint of the Actions, is subject to binding arbitration before the AAA in San Diego, California.

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. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. 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.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (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 the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs 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; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a

Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement 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 Plaintiffs 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 paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. If the actual

number of workweeks during the Class Period increases by more than 10% over the estimate stated herein at paragraph 4.1, Defendant shall have the option of increasing the Gross Settlement Amount by the percentage increase over 10% or ending the Class Period on a date on which the class workweek count reached 143,000.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, 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 reasonable 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, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs 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 Plaintiffs that Defendant's defenses in the Actions 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 Plaintiffs reserve 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 Actions 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 Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon

the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties 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 the pendency of the Actions 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, Plaintiffs 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:

David H. Stern
Alex E. Spjute
Jennifer D. Ghassemi
Baker & Hostetler LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067
Tel.: (310) 820-8800
Fax: (310) 820-8859
E-Mail: dstern@bakerlaw.com
aspjute@bakerlaw.com
jghassemi@bakerlaw.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 the entire period of this settlement process from the mediation on December 10, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions 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: 04/22/2025



Devan Watson (Apr 22, 2025 16:42 PDT)

Plaintiff Devan Watson

Dated: 04/24/2025



Saenz Dorcas (Apr 24, 2025 21:05 PDT)

Plaintiff Sadate Philemon

Dated: 04/28/2025

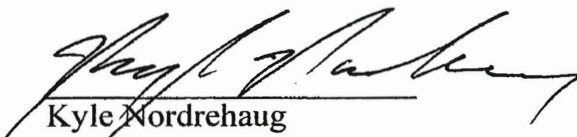


Bryan Mello (Apr 28, 2025 11:23 EDT)

[name]

For Defendant San Diego Dialysis Services, Inc.

Dated: 4/25/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiffs

Dated: 04/29/2025



David H. Stern

Alex E. Spjute

Jennifer D. Ghassemi

Baker & Hostetler LLP

Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Watson v. San Diego Dialysis, Inc., Superior Court of the State of California,
County of San Diego, Case No. 37-2024-00002851-CU-OE-CTL***

***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 San Diego Dialysis Services, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Devan Watson and Sadate Philemon (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendant in California and classified as non-exempt at any time during the Class Period (November 7, 2019 through October 7, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendant in California and classified as non-exempt at any time during the PAGA Period (October 23, 2022 through October 7, 2024) (“Aggrieved Employees”). While Defendant disputes Plaintiffs’ claims in the Action and denies all liability, in order to resolve the Action, the Parties have reached a proposed Settlement.

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated 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 no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t 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 << _____>> PAGA Pay Periods.** 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 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 and/or the PAGA 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 (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendant as described below 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 wage claims against Defendant, and, if you are an Aggrieved Employee, 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). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____, 2025	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. If you request exclusion, you will receive no money from the Settlement for an Individual Class Payment and you will not be bound by the Class Settlement. 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 subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____, 2025	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 include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs 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 9:30 a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 66 before Judge Wendy M. Behan. 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 or by using the Court’s virtual 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 / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period 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, you must challenge it by _____, 2025. See Section 5 of this Notice

1. Why did I get this Notice?

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

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 in California and classified as non-exempt at any time during the Class Period (November 7, 2019 through October 7, 2024).

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. 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, Plaintiffs 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. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On November 7, 2023, plaintiff Devan Watson filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Class Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On February 2, 2024, Defendant removed the Class Action to the United States District Court, Southern District of California.

On May 28, 2024, Plaintiff filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 34-2024-00025001 (the “PAGA Action”), asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

On [REDACTED], 2025, Plaintiffs filed a First Amended Complaint in the PAGA Action, which added the class action claims originally in the Class Action and also adds Sadate Philemon as a named Plaintiff. This First Amended Complaint in the PAGA Action is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and

record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment 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 within fourteen (14) days of the Effective Date. The Effective Date is 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 final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

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, Plaintiffs 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 \$15,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, 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 \$500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$45,000. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs 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 Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the two named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$30,000 relating to Plaintiffs' claim under PAGA, 75% (\$22,500) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$7,500) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is October 23, 2022 through October 7, 2024.

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 \$890,000. 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 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 worked 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 alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion 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. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and 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 sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

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 during employment in a non-exempt position in California, including (a) failure to pay minimum wages under California Labor Code §§ 1194, 1197, and 1197.1; (b) failure to pay all overtime wages under California Labor Code § 510; (c) failure to provide meal periods under California Labor Code §§ 226.7 and 512; (d) failure to authorize and permit rest periods under California Labor Code §§ 226.7 and 512; (e) failure to provide all sick pay/paid time off wages under California

Labor Code §§ 201-203, 233, and 246; (f) failure to provide accurate itemized employee wage statements under California Labor Code § 226; (g) failure to pay all wages when due under California Labor Code §§ 201-203; (h) failure to reimburse/illegal deductions under California Labor Code § 2802; (i) violation of Unfair Competition Law, California Business & Professions Code § 17200; and (j) any claims based on claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and brought under California Labor Code §§ 2698, *et seq.* 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, 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 nonexempt 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. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, owners, parent entities, attorneys, agents, insurers, predecessors, successors, assigns, and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (November 7, 2019 through October 7, 2024).

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 during the PAGA Period (October 23, 2022 through October 7, 2024). 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 an additional 14 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.

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. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at 9:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately a month after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

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 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 Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email 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 *Watson v. San Diego Dialysis, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Watson v. San Diego Dialysis, Inc.*, Case No. 37-2024-00002851-CU-OE-CTL. 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 Plaintiffs 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 Plaintiffs are requesting as Class Representative Service Payments. 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 *Watson v. San Diego Dialysis* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00002851.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to _____. 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, *Watson v. San Diego Dialysis, Inc.*, Case No. 37-2024-00002851-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, 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. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court -

<https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

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

COUNSEL FOR DEFENDANT:

David H. Stern
Alex E. Spjute
Jennifer D. Ghassemi
Baker & Hostetler LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:30 a.m. (Pacific Standard Time) on _____, in Department 66 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Wendy M. Behan. 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 of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

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 *Watson v. San Diego Dialysis*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00002851.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Watson v. San Diego Dialysis* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Watson v. San Diego Dialysis*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court

(<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00002851. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

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 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 be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DEVAN WATSON and SEDATE
PHILEMON, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SAN DIEGO DIALYSIS SERVICES, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2024-00002851-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Wendy M. Behan
Dept.: 66

Date Action Filed: January 22, 2024
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Wendy M. Behan of the Superior Court of
2 the State of California, in and for the County San Diego, on _____[DATE], for the motion
3 by Plaintiffs Devan Watson and Sadate Philemon (“Plaintiffs”) for preliminary approval of the
4 class settlement with Defendant San Diego Dialysis Services, Inc. (“Defendant”). The Court,
5 having considered the briefs, argument of counsel and all matters presented to the Court and good
6 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
7 Settlement.

8
9 **IT IS HEREBY ORDERED:**

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

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars
19 (\$1,500,000). It appears to the Court on a preliminary basis that the settlement amount and terms
20 are fair, adequate and reasonable as to all potential Class Members when balanced against the
21 probable outcome of further litigation and the significant risks relating to certification, liability and
22 damages issues. It further appears that investigation and research have been conducted such that
23 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
24 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
25 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
26 It further appears that the Settlement has been reached as the result of serious and non-collusive,
27 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$45,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing.

5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant in California and classified as non-exempt at any time during the Class Period." The Class Period is November 7, 2019 through October 7, 2024.

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

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

1 8. The Court hereby approves, as to form and content, the Court Approved Notice of
2 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
3 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
11 the Agreement.

12 9. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
13 fifteen (15) days after preliminary approval of the Settlement by the Court, Defendant shall
14 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
15 will perform address updates and verifications as necessary prior to the mailing of the Class
16 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
17 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
18 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
19 Class Member addresses using the National Change of Address database.

20 10. The Court hereby preliminarily approves the proposed procedure for exclusion
21 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
22 from the Class as provided in the Class Notice by following the instructions for requesting
23 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
24 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
25 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
26 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
27 person who chooses to opt out of and be excluded from the Class will not be entitled to any
28

1 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
2 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
3 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
4 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
5 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
6 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
7 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

8 11. Any Class Member who has not opted out ("Participating Class Member") may
9 appear at the final approval hearing and may object or express their views regarding the
10 Settlement and may present evidence and file briefs or other papers that may be proper and
11 relevant to the issues to be heard and determined by the Court as provided in the Notice.
12 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
13 days from the date of the mailing of the Class Notices, to submit their written objections to the
14 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
15 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
16 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
17 oral objection.

18 12. A Final Approval Hearing shall be held before this Court on _____
19 _____, 9:30 a.m. in Department 66 at the San Diego County Superior Court to
20 determine all necessary matters concerning the Settlement, including: whether the proposed
21 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
22 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
23 Order and Judgment should be entered herein; whether the plan of allocation contained in the
24 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
25 finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator.
26 All papers in support of the motion for final approval and for attorneys' fees, costs and service
27
28

1 awards, to be heard at the Final Approval Hearing, shall be filed with the Court and served on all
2 counsel no later than sixteen (16) court days before the hearing.

3 13. Neither the Settlement nor any exhibit, document, or instrument delivered
4 thereunder shall be construed as a concession or admission by Defendant in any way that the
5 claims asserted have any merit or that this Action was properly brought as a class or representative
6 action, and shall not be used as evidence of, or used against Defendant as, an admission or
7 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
8 omission by Defendant or with respect to the truth of any allegation asserted by any person.
9 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
10 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
13 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by Defendant of any liability,
15 fault, wrongdoing, omission, concession or damage.

16 14. In the event the Settlement does not become effective in accordance with the terms
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 and the Parties shall revert to their respective positions as of before entering into the Agreement,
20 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
21 including all available defenses and affirmative defenses, and arguments that any claim in the
22 Action could not be certified as a class action and/or managed as a representative action. In such
23 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
24 referred to in litigation for any purpose.

25 15. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members and
27
28

1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

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

5 **IT IS SO ORDERED.**

6

7 Dated: _____

8

HON. WENDY M. BEHAN
JUDGE, SUPERIOR COURT OF CALIFORNIA

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DEVAN WATSON and SEDATE
PHILEMON, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SAN DIEGO DIALYSIS SERVICES, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2024-00002851-CU-OE-CTL**

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

Hearing Date:
Hearing Time:

Judge: Hon. Wendy M. Behan
Dept.: 66

Date Action Filed: January 22, 2024
Trial Date: Not set

1 The motion of Plaintiffs Devan Watson and Sadate Philemon (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant San Diego Dialysis Services, Inc. (“Defendant”) and for an award of attorneys’ fees
4 and costs, service payments, and the fees of the Administrator duly came on for hearing on
5 _____ before the Honorable Wendy M. Behan.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Five Hundred
16 Thousand Dollars (\$1,500,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

13
14
15
16
17
18
19
20
21
22

23

24

25

26
27

28

1 wage and hour class actions, and a subsequent half-day mediation before Mr. Rotman. There has
2 been no collusion between the parties in reaching the proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Participating Class Members will
10 be mailed a settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$500,000 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in
21 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
22 results achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable in
28

FINAL APPROVAL ORDER AND JUDGMENT

1 light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
7 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$_____ in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$30,000, which shall be allocated with 75% (\$22,500) allocated to the LWDA PAGA Payment
14 and 25% (\$7,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number
17 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
19 Employees" are all individuals who are or previously were employed by Defendant in California
20 and classified as non-exempt at any time during the PAGA Period (October 23, 2022 through
21 October 7, 2024). The Court finds the PAGA Penalties to be reasonable. All Aggrieved
22 Employees will be sent their share of the PAGA Penalties and will be subject to the release of the
23 Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
27
28

FINAL APPROVAL ORDER AND JUDGMENT

1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendant in California
4 and classified as non-exempt at any time during the Class Period (November 7,
2019 through October 7, 2024).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
7 REFERENCE TO IDENTIFY ANY OPT OUTS].

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
10 necessary to pay Defendant’s share of payroll taxes thereon within fourteen (14) days of the
11 Effective Date.

12 18. Class Counsel are awarded attorneys’ fees in the amount of \$500,000 and costs in
13 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiffs or members of the Class.

15 19. The payment of the Class Representative Service Payments in the amount of
16 \$_____ each to the Plaintiffs is approved.

17 20. The payment of \$_____ to the Administrator for their fees and expenses
18 is approved.

19 21. The PAGA Penalties in the amount of \$20,000 are approved and shall be allocated
20 in accordance with the Agreement.

21 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
28

FINAL APPROVAL ORDER AND JUDGMENT

1 this Action. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
8 Released PAGA Claims.

9 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
14 LWDA.

15 24. If the Agreement does not become final and effective in accordance with the terms
16 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
17 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
18 revert to their respective positions as of before entering into the Agreement, and expressly reserve
19 their respective rights regarding the prosecution and defense of this Action, including all available
20 defenses and affirmative defenses, and arguments that any claim in the Action could not be
21 certified as a class action and/or managed as a representative action.

22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

25 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
27

28

FINAL APPROVAL ORDER AND JUDGMENT

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 27. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

6 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
7 provided in the Agreement and in this Final Approval Order and Judgment.

8 29. Effective on the date when Defendant fully funds the entire Gross Settlement
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, all Participating Class Members, on behalf of themselves and their respective former
11 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
12 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
13 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
14 Operative Complaint which occurred during the Class Period during employment in a non-exempt
15 position in California, including (a) failure to pay minimum wages under California Labor Code §§
16 1194, 1197, and 1197.1; (b) failure to pay all overtime wages under California Labor Code § 510;
17 (c) failure to provide meal periods under California Labor Code §§ 226.7 and 512; (d) failure to
18 authorize and permit rest periods under California Labor Code §§ 226.7 and 512; (e) failure to
19 provide all sick pay/paid time off wages under California Labor Code §§ 201-203, 233, and 246; (f)
20 failure to provide accurate itemized employee wage statements under California Labor Code § 226;
21 (g) failure to pay all wages when due under California Labor Code §§ 201-203; (h) failure to
22 reimburse/illegal deductions under California Labor Code § 2802; (i) violation of Unfair
23 Competition Law, California Business & Professions Code § 17200; and (j) any claims based on
24 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
25 Operative Complaint, and brought under California Labor Code §§ 2698, *et seq.* Except as
26 expressly set forth in the Agreement, Participating Class Members do not release any other claims,
27 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
28

FINAL APPROVAL ORDER AND JUDGMENT

1 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
2 claims based on facts occurring outside the Class Period

3 30. "Released Parties" are defined as: Defendant and each of its former and present
4 directors, officers, shareholders, owners, parent entities, attorneys, agents, insurers, predecessors,
5 successors, assigns, and subsidiaries.

6 31. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
10 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
11 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
12 Notice, which occurred during the PAGA Period during employment in a nonexempt position in
13 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
14 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability
15 and worker's compensation, and claims outside of the PAGA Period.

16 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
17 Defendant, Plaintiffs release and discharge the Defendant and the Released Parties as to the
18 Plaintiffs' Release, as set forth fully in paragraph 6.1 of the Agreement.

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

20
21 Dated: _____

22 _____
23 HON. WENDY M. BEHAN
24 JUDGE, SUPERIOR COURT OF CALIFORNIA
25
26
27

28

FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 10/20/2025
Due On: 11/19/2025

Devan Watson
411 E Indian School Road, Apt 3043
Phoenix, AZ 85012

CA3072

San Diego Dialysis

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	09/16/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal courts. Defendant research for subsidiaries and parent corporations. Analyze Defendant's business operations in CA. Review analyze facts and claims. Discuss with Plaintiff.	3.40	\$850.00	\$2,890.00
NDB	09/21/2023	Review and analyze Plaintiff's individual claims for retaliation and DFEH violations. Analyze meal and rest break claims. Legal research.	2.90	\$850.00	\$2,465.00
NDB	09/23/2023	Review and analyze entire employment file for legal claims. Review all pay stubs and written policy for all wage and hour issues. Legal research regarding recent court opinions and settlements. Obtain background facts for mediation brief. Analyze facts and law.	4.30	\$850.00	\$3,655.00
NDB	09/28/2023	Review case file. Draft complaint. Review joint employer relationship. Research.	3.70	\$850.00	\$3,145.00
NDB	10/07/2023	Review vacation pay and 2802 claims. Research. Draft complaint.	2.30	\$850.00	\$1,955.00
NDB	10/17/2023	Review and revise complaint per Plaintiff's instructions. Send complaint to Plaintiff for approval to file. Conference to discuss claims and process of lawsuit.	1.80	\$850.00	\$1,530.00

NDB	10/18/2023	Review and analyze case file and complaint. Draft internal case notes memo detailing facts and specific violations.	1.90	\$850.00	\$1,615.00
NDB	10/23/2023	Review case file and case notes. Review and research PAGA claims and penalties. Draft PAGA Notice and upload to LWDA website. Update Plaintiff. Review litigation against related entity Biomedical.	2.20	\$850.00	\$1,870.00
KN	10/23/2023	Review analysis and research from ND; review draft complaint; analyze facts and claims; provide input	1.50	\$950.00	\$1,425.00
RE	11/05/2023	Review case notes/damage analysis	0.70	\$675.00	\$472.50
RE	11/05/2023	Review & analyze employment file documents/ 1198.5 response docs	3.00	\$675.00	\$2,025.00
RE	11/06/2023	Review/edit/revise class action complaint; finalize draft for next day filing	3.00	\$675.00	\$2,025.00
RE	11/07/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	11/07/2023	Review & finalize class action complaint package; file in SD Sup. Ct.	0.75	\$675.00	\$506.25
RE	11/08/2023	Review court-returned documents re class action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.75	\$675.00	\$506.25
KN	11/08/2023	Review filed complaint; review court notices; review memo from RE	0.40	\$950.00	\$380.00
RE	01/02/2024	Review file; prep initial documents for service of process re class action; identify reg. agent; send out for service of process via knox	0.75	\$675.00	\$506.25
RE	01/10/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
SB	01/11/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	01/20/2024	Draft PAGA only Complaint	4.50	\$675.00	\$3,037.50
NDB	01/20/2024	Review court docket and case file. Review PAGA Notice and PAGA website filings. Review and revise PAGA complaint. Discuss with R. Ehmann. Update Plaintiff.	1.30	\$850.00	\$1,105.00
KN	01/21/2024	Review draft PAGA complaint; analysis of PAGA claim and allegations; advise RE	0.50	\$950.00	\$475.00
RE	01/22/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50

RE	01/22/2024	Review & finalize PAGA only complaint package; file in SD Sup. Ct.	0.75	\$675.00	\$506.25
RE	01/23/2024	Review court-returned documents re PAGA action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.75	\$675.00	\$506.25
RE	01/23/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
KN	01/24/2024	Review filed complaint; review memo from RE	0.25	\$950.00	\$237.50
GG	02/02/2024	Draft discovery requests in class action, set one (1)	1.50	\$250.00	\$375.00
PM	02/02/2024	Review Def. removal papers; review draft discovery requests.	1.50	\$750.00	\$1,125.00
CJ	02/06/2024	Analyze case and claims, review orders and removal	1.00	\$550.00	\$550.00
CJ	02/06/2024	Review Rule 26f, continue evaluation of posture adn claims, set time to conduct 26f with OPC, continue to evaluate removal adn update case notes	1.00	\$550.00	\$550.00
CJ	02/06/2024	Review correspondence re mediation data and documents, evaluate timeline and correspond with OPC re same	0.50	\$550.00	\$275.00
GG	02/07/2024	Draft discovery requests, set one (federal)	1.40	\$250.00	\$350.00
GG	02/16/2024	Draft, file and serve Notices of appearance for Norm, Tori, and Charlotte.	1.10	\$250.00	\$275.00
GG	02/16/2024	Finalize discovery requests, set one (1) in class action and serve.	0.70	\$250.00	\$175.00
PM	02/16/2024	Review ENE order; strategize re class cert deadline and other deadlines.	0.75	\$750.00	\$562.50
CJ	02/16/2024	Prepare for meet and confer with OPC, review rule 26f, timing, court procedures	1.00	\$550.00	\$550.00
CJ	02/16/2024	Continue to review removal papers, review case and claims	1.00	\$550.00	\$550.00
CJ	02/16/2024	Conduct Rule 26f conference, review status of discovery prep and timing for discovery	1.00	\$550.00	\$550.00
CJ	02/16/2024	Finalize discovery to serve	0.50	\$550.00	\$275.00
VR	02/19/2024	Review and Analyze: review and analyze court's orders; review documents; correspondence to Plaintiff; advise PM	1.50	\$750.00	\$1,125.00
KN	02/20/2024	Review status; review removal papers; review memo from Staff	0.50	\$950.00	\$475.00

VR	02/21/2024	Receipt and Review of Correspondence: send correspondence from Plaintiff; review documents and complaint; review court's orders	0.50	\$750.00	\$375.00
VR	02/22/2024	Receipt and Review of Correspondence: review correspondence from Plaintiff; review documents and complaint	0.50	\$750.00	\$375.00
VR	02/26/2024	Review and Analyze: review and analyze documents; review case notes; telephone conference with plaintiff; advise PM and CJ	2.40	\$750.00	\$1,800.00
PM	02/29/2024	Review Def. removal papers; strategize re remand motion.	1.00	\$750.00	\$750.00
VR	02/29/2024	Review and Analyze: review removal papers; review court's orders; review documents; advise PM	1.40	\$750.00	\$1,050.00
GG	03/01/2024	Update POS, and serve initial disclosures.	0.30	\$250.00	\$75.00
CJ	03/01/2024	Evaluate OPC positions re Initial Disclosure sand Joint Report, advise VR and PM, correspond with OPC re same	0.50	\$550.00	\$275.00
GG	03/01/2024	Draft pos, file and serve Motion for Remand.	0.80	\$250.00	\$200.00
VR	03/01/2024	Draft: draft joint statement; draft initial disclosures; review documents; review court's order and docket; review correspondence between parties; advise PM	3.70	\$750.00	\$2,775.00
PM	03/01/2024	Review and analyze Def. removal papers; strategize re remand motion; draft remand motion and supporting documents and finalize.	5.00	\$750.00	\$3,750.00
VR	03/02/2024	Draft: draft joint discovery plan; correspondence to Def	1.20	\$750.00	\$900.00
VR	03/04/2024	Review and Revise: review and revise joint statement; review ENE statement; advise PM	1.20	\$750.00	\$900.00
PM	03/04/2024	Review legal and factual claims; review Plaintiff's documents and analyze; draft and finalize ENE statement; review order re ENE.	4.00	\$750.00	\$3,000.00
GG	03/08/2024	Call clerk re new dates for motion, and draft Amended notice of motion for remand.	0.60	\$250.00	\$150.00
KN	03/08/2024	Review status; review motion for remand; review staff emails	0.50	\$950.00	\$475.00
SB	03/12/2024	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
VR	03/13/2024	telephone conference with plaintiff; review docs; update case notes; advise PM	0.50	\$750.00	\$375.00
GG	03/13/2024	submit order to new judge in federal court	0.20	\$250.00	\$50.00

VR	03/13/2024	appearance at ENE and CMC; prepare for ENE and CMC; telephone conference with plaintiff; follow up; advise PM	3.40	\$750.00	\$2,550.00
PM	03/18/2024	Review and analyze Def. documents; strategize re class cert.	1.50	\$750.00	\$1,125.00
VR	03/18/2024	Receipt and Review of Correspondence: review correspondence from Def; review discovery requests; advise CJ	0.30	\$750.00	\$225.00
RE	03/19/2024	Review file; prep docs for service of process re PAGA action; identify reg. agent; send out for service via knox	0.75	\$675.00	\$506.25
RE	03/21/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
PM	03/26/2024	Review and analyze Def. discovery responses and document production; draft meet and confer correspondence; review Def. document production; review Def. opposition to motion for remand and strategize re reply.	6.50	\$750.00	\$4,875.00
PM	03/27/2024	Legal research re Def. opposition to motion for remand; strategize re reply and draft reply.	4.00	\$750.00	\$3,000.00
CJ	03/27/2024	Analyze Defendant's discovery responses and deadlines in Scheduling Order	1.00	\$550.00	\$550.00
CJ	03/27/2024	Revise 30b6 PMK depo notice, sent to GG for service	0.50	\$550.00	\$275.00
GG	03/27/2024	Review email from CJ re NOD's prepare amended NOD for the 30(b)(6) witness.	0.30	\$250.00	\$75.00
VR	03/27/2024	Review and Analyze: review Def's opposition to Plaintiff's motion for remand; advise PM	1.80	\$750.00	\$1,350.00
KN	03/27/2024	Review status; review Defendant opposition; advise staff	0.40	\$950.00	\$380.00
PM	03/28/2024	Draft/review/revise reply re motion for remand; review legal and factual claims.	6.00	\$750.00	\$4,500.00
GG	03/28/2024	Serve Amended NOD of plaintiff, save to file, email CJ to update calendar.	0.20	\$250.00	\$50.00
CJ	03/29/2024	Continue analysis of deadlines and Defendant's discovery responses, review claims in prep for call to m&c	1.00	\$550.00	\$550.00
CJ	03/29/2024	T/c with OPC	1.00	\$550.00	\$550.00
CJ	03/29/2024	Memorialize outcome of call via correspondence to OPC, advise PM re same	0.50	\$550.00	\$275.00
CJ	03/29/2024	Review BW notice revisions from OPC, determine	0.75	\$550.00	\$412.50

		if specific class action info may be omitted, finalize BW Notice			
CJ	03/29/2024	Evaluate fee split for notice, hire ILYM as TPA for Notice process	0.50	\$550.00	\$275.00
GG	03/29/2024	Finalize, file/serve, reply re opp. to motion to remand.	0.50	\$250.00	\$125.00
PM	04/09/2024	Review status of discovery dispute; review Def. documents and client documents; prepare exhibit book; strategize re expert analysis of records.	1.50	\$750.00	\$1,125.00
VR	04/10/2024	Review and Analyze: review discovery responses; review documents; advise PM	2.20	\$750.00	\$1,650.00
PM	04/16/2024	Review and analyze legal claims and issues; review expert report re client payroll and time records; advise AJB re the same; review status of discovery and strategize re the same.	3.00	\$750.00	\$2,250.00
PM	04/22/2024	Review status of discovery and Def. discovery responses; update flow chart; draft joint motion to continue MTC deadline.	1.50	\$750.00	\$1,125.00
PM	04/23/2024	Telephonic conference with defense re MTC deadline; strategize re discovery.	0.50	\$750.00	\$375.00
PM	04/24/2024	Review Def. revisions to joint motion to continue MTC deadline; review court rules.	0.50	\$750.00	\$375.00
CJ	04/24/2024	Research Magistrate procedures, call magistrate	0.50	\$550.00	\$275.00
VR	04/29/2024	Review and Analyze: review and analyze court's orders; review correspondence between parties; advise CJ	0.50	\$750.00	\$375.00
PM	04/29/2024	Prepare for telephonic conference with magistrate; telephonic conference with magistrate; strategize re discovery.	1.00	\$750.00	\$750.00
PM	05/07/2024	Review and analyze Def. documents.	1.00	\$750.00	\$750.00
VR	05/08/2024	Review and Analyze: review documents; review discovery responses; review correspondence between parties; advise PM	1.40	\$750.00	\$1,050.00
PM	05/15/2024	Strategize re discovery; review Def. documents and analyze.	1.00	\$750.00	\$750.00
FG	05/21/2024	Reach out to Piya to get assignment to write class rep decl for Devan Watson. Intake case docs, email Wayne for access to case file, review case notes, complaints, etc.	1.00	\$250.00	\$250.00
FG	05/21/2024	Texts and email to Devan Watson to set up phone call. Wayne for access to case file, Review case notes, complaint, prep questions for call with	1.20	\$250.00	\$300.00

Watson.					
FG	05/21/2024	Call with class rep Devan Watson to get details for decl	0.50	\$250.00	\$125.00
FG	05/21/2024	Begin draft of Watson decl until derailed by new assignment from AJ to change to Hawthorne	1.50	\$250.00	\$375.00
PM	05/31/2024	Review and analyze Def. documents.	1.50	\$750.00	\$1,125.00
PM	06/10/2024	Review and analyze Def. documents; draft claim form.	1.50	\$750.00	\$1,125.00
PM	06/11/2024	Review and analyze Def. documents.	1.00	\$750.00	\$750.00
PM	06/13/2024	Review and revise claim form; draft cover letter for claim form; review and analyze Def. documents; draft discovery requests.	4.50	\$750.00	\$3,375.00
PM	06/26/2024	Review Def. discovery responses; review draft stipulation to continue class cert deadline; confer with defense counsel re the same; review Def. discovery requests and analyze and strategize.	1.50	\$750.00	\$1,125.00
PM	07/03/2024	Appear for telephonic conference with magistrate judge; correspond with defense regarding plaintiff's deposition.	0.50	\$750.00	\$375.00
PM	07/08/2024	Review Def. documents; draft discovery responses; review expert analysis.	2.00	\$750.00	\$1,500.00
PM	07/10/2024	Draft responses to discovery; review and analyze Def. documents.	3.00	\$750.00	\$2,250.00
PM	07/11/2024	Draft responses to Def. discovery requests; analyze legal and factual issues.	2.50	\$750.00	\$1,875.00
PM	07/12/2024	Review and analyze Def. documents; review and analyze legal claims; draft responses to Defendant's discovery requests; strategize re discovery, expert declarations, and class certification.	4.00	\$750.00	\$3,000.00
GG	07/12/2024	Redact documents for production.	0.20	\$250.00	\$50.00
GG	07/12/2024	serve discovery responses in class action.	0.40	\$250.00	\$100.00
NDB	07/14/2024	Review and analyze original intake notes of additional representative Philemon. Review employment file for legal claims. Legal research. Analyze court docket and case file. Revise case notes.	1.90	\$850.00	\$1,615.00
PM	07/15/2024	Review and analyze Def. documents; strategize re class certification and initial disclosures.	3.00	\$750.00	\$2,250.00
PM	07/19/2024	Review Def. responses to discovery requests and analyze.	0.50	\$750.00	\$375.00

GG	07/25/2024	Finalize, file and serve CMC statement	0.40	\$250.00	\$100.00
PM	07/25/2024	Strategize re initial disclosures and claim forms; review and strategize re Def. responses to discovery.	0.75	\$750.00	\$562.50
CJ	07/25/2024	Research and draft CMC statement to Court	1.00	\$550.00	\$550.00
GG	07/26/2024	Combine, organize, documents and bates number. Follow up email with PM.	0.50	\$250.00	\$125.00
GG	07/26/2024	Serve plaintiff's documents production.	0.20	\$250.00	\$50.00
PM	07/30/2024	Review and analyze Def. documents; telephonic conference with Steiner re declaration.	1.50	\$750.00	\$1,125.00
KN	07/30/2024	Review status; review summaries of documents; review CMC statements	0.40	\$950.00	\$380.00
GG	08/01/2024	ROA review and add hearing to events email draft.	0.10	\$250.00	\$25.00
PM	08/06/2024	Review claim form responses and analyze; prepare document production; draft supplemental initial disclosures.	1.50	\$750.00	\$1,125.00
GG	08/06/2024	Finalize and serve supp. initial disclosures.	0.40	\$250.00	\$100.00
CJ	08/08/2024	Evaluate status of discovery is PAGA action and status of discovery in class case	1.00	\$550.00	\$550.00
GG	08/09/2024	Finalize, file, and serve PAGA Discovery.	0.70	\$250.00	\$175.00
CJ	08/09/2024	Prepare for CMC, research status of case	1.00	\$550.00	\$550.00
CJ	08/09/2024	Appear at CMC	1.00	\$550.00	\$550.00
CJ	08/09/2024	Revise Set One discovery requests to Defendant in PAGA action	1.00	\$550.00	\$550.00
PM	08/13/2024	Review Def. responses to discovery and Def. documents and analyze.	1.00	\$750.00	\$750.00
GG	08/15/2024	Finalize, file, serve motion to extend discovery deadlines, and email word copy to court after reviewing court rules.	0.90	\$250.00	\$225.00
PM	08/15/2024	Draft joint motion to stay action and proposed order re the same; review email correspondences between the Parties; review claim forms submitted by class members.	2.00	\$750.00	\$1,500.00
GG	08/19/2024	Finalize, file, serve stipulation to continue filed in the class action. Sent proposed order to dept email.	0.70	\$250.00	\$175.00
GG	08/20/2024	Draft objection to Amended NOD.	0.80	\$250.00	\$200.00

GG	08/20/2024	Finalize, file, serve obj. to amended NOD	0.30	\$250.00	\$75.00
CJ	08/20/2024	Analyze deposition notice, research FRCP Rule 30	0.50	\$550.00	\$275.00
CJ	08/20/2024	Prepare objections to notice of deposition	0.50	\$550.00	\$275.00
CJ	08/20/2024	Analyze stipulation to stay	0.50	\$550.00	\$275.00
PM	08/22/2024	Prepare for and appear for telephonic conference with magistrate judge regarding continuance of cert deadline.	0.75	\$750.00	\$562.50
NDB	08/22/2024	Review 204 and 227.3 claims for failure to pay vested vacation. Analyze paystubs and research previous settlements and mediation briefs.	1.90	\$850.00	\$1,615.00
GG	08/29/2024	Finalize, file, serve Joint revised stip to continue deadlines, draft POS, serve courtesy copies via email.	0.60	\$250.00	\$150.00
CJ	09/03/2024	Research status of case and claims, review prior correspondence re mediation and determine whether data demand is needed	0.50	\$550.00	\$275.00
GG	09/05/2024	Review email to expert, upload documents to box, and send to expert.	0.20	\$250.00	\$50.00
CJ	09/05/2024	Evaluate case and claims, review Defendant's documents, sent relevant docs to expert	1.00	\$550.00	\$550.00
CJ	09/06/2024	Review wage statements, review discovery in preparation for drafting mediation data and doc request	0.75	\$550.00	\$412.50
CJ	09/06/2024	Draft mediation data and doc request	0.75	\$550.00	\$412.50
AB	09/06/2024	Review/analyze/revise mediation data request. Review/study docs produced. Draft mediation brief.	2.00	\$895.00	\$1,790.00
CJ	09/09/2024	Analyze status of mediation adn order re deadlines	0.50	\$550.00	\$275.00
AR	09/27/2024	Receive and review expert analysis; draft follow up correspondence.	0.60	\$550.00	\$330.00
AB	10/01/2024	Review claim forms. Analyze discovery needs for cert. Draft mediation brief.	4.00	\$895.00	\$3,580.00
AB	10/02/2024	Review/analyze expert's findings on liability. Draft mediation brief.	5.00	\$895.00	\$4,475.00
NDB	10/04/2024	Review data produced for mediation purposes. Review paystubs for wage statement and regular rate violations. Legal research regarding the same. Prepare for mediation.	3.40	\$850.00	\$2,890.00

NDB	10/18/2024	Review court docket and case file. Analyze case notes. Review and revise draft mediation brief. Discuss with AJB.	2.70	\$850.00	\$2,295.00
GG	10/24/2024	Finalize, file, serve CMC statement in PAGA action.	0.30	\$250.00	\$75.00
PM	10/28/2024	Review Def. documents; advise CJ re mediation brief and certification claims.	1.00	\$750.00	\$750.00
GG	10/30/2024	Review/organize exhibit to remove claim forms.	0.30	\$250.00	\$75.00
PM	10/30/2024	Review claim forms submitted by class members and analyze; review mediation brief draft; draft procedural history for mediation brief; strategize re 30(b)(6) depo and advise AJB.	2.75	\$750.00	\$2,062.50
GG	10/30/2024	ROA check re upcoming Post Arb status conference, and info to events email.	0.10	\$250.00	\$25.00
GG	10/30/2024	ROA check re upcoming CMC, and add info to events email.	0.10	\$250.00	\$25.00
GG	11/01/2024	ROA check and add remote appearance info to email re CMC and send to team.	0.10	\$250.00	\$25.00
SB	11/01/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SB	11/04/2024	Calculate individual damages, add those to case notes, advise ND	2.80	\$450.00	\$1,260.00
PM	11/05/2024	Draft/review/revise stip to continue upcoming dates.	0.75	\$750.00	\$562.50
SB	11/05/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NDB	11/06/2024	Review all mediation materials including briefs and exhibits. Review and analyze expert damage and penalty report. Review previous settlements with similar claims and workweeks for mediation valuation.	1.50	\$850.00	\$1,275.00
GG	11/07/2024	Finalize, file, serve joint motion to continue discovery dispute deadline and email courtesy copies.	0.50	\$250.00	\$125.00
GG	11/07/2024	Review D's notice of change of atty contact into, check POS's for accuracy.	0.20	\$250.00	\$50.00
PM	11/07/2024	Review/revise/finalize joint motion to continue discovery deadline; draft and finalize proposed order; review declarations served by defense and analyze; draft memo to AJB re the same; review CJ notes regarding information from Plaintiff.	2.00	\$750.00	\$1,500.00
AB	11/07/2024	Draft opening statement for joint session of	4.00	\$895.00	\$3,580.00

		mediation / review brief/charts/docs produced in discovery.			
KN	11/07/2024	Review mediation brief and materials; analysis of issues and claims; provide input to AJ	1.00	\$950.00	\$950.00
AB	11/08/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	11/08/2024	Attend mediation	8.00	\$450.00	\$3,600.00
NB	11/11/2024	Review docs, analyze re approval issues. Advise AJ.	3.00	\$995.00	\$2,985.00
PM	11/21/2024	Review and analyze Def. documents; review mediation brief; prepare for 30(b)(6) deposition.	3.00	\$750.00	\$2,250.00
PM	11/22/2024	Review and revise joint motion to continue cert deadlines; review and analyze Def. documents.	2.00	\$750.00	\$1,500.00
GG	12/03/2024	Draft amended NOD re Defendant, update POS, serve, save to file and email CJ to calendar.	0.70	\$250.00	\$175.00
GG	12/05/2024	Reviewed court order re motion to continue class cert deadlines.	0.20	\$250.00	\$50.00
AB	12/09/2024	Review notes / prep for mediation / prep for and have call w/ expert re exposure	2.00	\$895.00	\$1,790.00
AB	12/10/2024	Prep and appear for day 2 mediation; draft MOU	8.00	\$895.00	\$7,160.00
NB	12/10/2024	Review MOU, analyze, final	2.50	\$995.00	\$2,487.50
NB	12/11/2024	Review settlement approval issues, analyze, final.	3.00	\$995.00	\$2,985.00
NDB	12/12/2024	Review MOU and emails from OPC regarding federal court jurisdiction and additional rep Philemon. Discuss with AJB. Review case file.	0.50	\$850.00	\$425.00
KN	12/12/2024	Review status; review draft MOU; analysis of settlement issues; provide input to AJ	1.00	\$950.00	\$950.00
AB	12/18/2024	Review/revise MOU/draft corr re same - send to Defendant.	2.00	\$895.00	\$1,790.00
AB	12/23/2024	Circulate MOU for signatures. Review/calendar Court rules/analyze compliance efforts.	2.00	\$895.00	\$1,790.00
KN	12/23/2024	Review status; review final MOU; analyze for next steps and approval issues	0.50	\$950.00	\$475.00
NDB	12/26/2024	Review mediation notes and results. Analyze Court docket. Review and analyze MOU terms. Send MOU to two Plaintiffs. Calls and emails to discuss MOU and to obtain signatures.	1.30	\$850.00	\$1,105.00
PM	01/02/2025	Review status of MOU signing and correspondences re the same; review upcoming dates and deadlines.	0.50	\$750.00	\$375.00

GG	01/07/2025	Reviewed emails re MOU, contacted aptus to cancel PMK deposition.	0.20	\$250.00	\$50.00
PM	01/07/2025	Review MOU; draft stipulation to stay class action and vacate dates.	1.00	\$750.00	\$750.00
PM	01/10/2025	Review def. revisions to stip to vacate dates in federal action and finalize stipulation.	0.25	\$750.00	\$187.50
GG	01/10/2025	Reviewed court procedures for filing motion and proposed order, finalized, file, serve motion to vacate dates, saved to file.	0.80	\$250.00	\$200.00
PM	01/23/2025	Draft and finalize and file and serve CMC Statement for PAGA action.	0.75	\$750.00	\$562.50
PM	01/30/2025	Review MOU and analyze; begin drafting long form settlement agreement.	1.00	\$750.00	\$750.00
GG	01/31/2025	Contacted clerk re motion hearing date for prelim. approval, left vm, called back same day, sent confirmation email to court docs and saved confirmation email to file.	0.30	\$250.00	\$75.00
PM	01/31/2025	Draft/review/revise long form settlement agreement.	4.00	\$750.00	\$3,000.00
VR	01/31/2025	Review and Analyze: review MOU; review longform settlement agreement; advise PM	1.10	\$750.00	\$825.00
KN	02/01/2025	Review status; review draft long form agreement; advise PM	1.00	\$950.00	\$950.00
GG	02/03/2025	Reviewed ROA to confirm upcoming CMC, confirmed remote appearance information, and updated information on weekly appearances email.	0.10	\$250.00	\$25.00
PM	02/07/2025	Attend CMC in PAGA Action; strategize re amended complaint; review MOU.	1.50	\$750.00	\$1,125.00
PM	02/23/2025	Review Def revisions to settlement agreement; draft emails to TPAs regarding settlement administration bids.	1.25	\$750.00	\$937.50
KN	02/24/2025	Review revisions to draft agreement; review emails; advise PM	1.00	\$950.00	\$950.00
PM	04/14/2025	Review long form settlement agreement; review Def. revisions to stip to file amended complaint and finalize.	0.50	\$750.00	\$375.00
GG	04/14/2025	Updated POS, finalized, filed, and served stipulation, and proposed order for leave to file FAC.	0.70	\$250.00	\$175.00
VR	04/14/2025	Receipt and Review of Correspondence: review correspondence between parties; review	1.20	\$750.00	\$900.00

		settlement agreement; advise PM			
PM	04/15/2025	Review docket re status of stipulation to file amended complaint; review and revise long form settlement agreement.	1.00	\$750.00	\$750.00
PM	04/18/2025	Review and finalize long form settlement agreement.	1.50	\$750.00	\$1,125.00
PM	04/22/2025	Review and finalize settlement agreement.	0.50	\$750.00	\$375.00
NDB	04/22/2025	Review court docket and emails with OPC. Review settlement agreement terms for conformity with MOU terms. Discuss agreement with Plaintiffs and follow up to obtain signatures.	1.10	\$850.00	\$935.00
KN	04/22/2025	Review settlement agreement; advise PM	0.75	\$950.00	\$712.50
KN	04/30/2025	Draft exhibits for settlement agreement; email Defendant; review status of amended complaint and next steps; memo to staff	4.00	\$950.00	\$3,800.00
GG	05/02/2025	Reviewed notice re order re stip to file the FAC, sent follow up email to PM re filing FAC.	0.20	\$250.00	\$50.00
GG	05/02/2025	Updated POS, Finalized, filed, and served FAC and POS, circulated confirmation, and added note re amended FAC.	0.50	\$250.00	\$125.00
KN	05/03/2025	Review final FAC	0.30	\$950.00	\$285.00
PM	05/09/2025	Review Def. 7.1 declaration.	0.25	\$750.00	\$187.50
KN	05/19/2025	Update approval outline; draft motion for preliminary approval; legal research; memo to Admin; review Defendant declaration; revise motion and circulate draft motion to the Defendant	4.50	\$950.00	\$4,275.00
CJ	05/23/2025	Research status of settlement and status of case and claims	1.00	\$550.00	\$550.00
CJ	05/23/2025	Draft declaration in support of Motion for Preliminary Approval for Plaintiff Watson, sent to client	1.00	\$550.00	\$550.00
CJ	05/23/2025	Draft declaration in support of Motion for Preliminary Approval for Plaintiff Philemon, sent to client	1.00	\$550.00	\$550.00
KN	05/28/2025	Review Def comments on motion; revise motion per Defendant comments	1.00	\$950.00	\$950.00
KN	05/29/2025	Draft declaration ISO preliminary approval; prepare exhibits; finalize declaration	3.50	\$950.00	\$3,325.00
KN	05/29/2025	Review and revise motion for preliminary approval; finalize motion; prepare Admin declaration and updated proposed order for filing;	2.00	\$950.00	\$1,900.00

file and serve motion; serve LWDA					
GG	05/29/2025	Reviewed email re status of FAC, checked ROA, called clerk, and informed KN re status.	0.30	\$250.00	\$75.00
GG	05/30/2025	Called clerk re status of FAC, and sent update to KN.	0.20	\$250.00	\$50.00
GG	06/18/2025	Reviewed notification re filing of FAC, searched ROA, downloaded, and circulated conformed copy, uploaded to LWDA portal, circulated confirmation, and saved to file.	0.40	\$250.00	\$100.00
KN	06/27/2025	Court appearance - motion for prelim approval; Review tentative ruling; review documents and prepare for hearing; memo to Admin.	1.00	\$950.00	\$950.00
KN	07/01/2025	Review status and emails; check docket and purchase order copy; review signed Order; memo to Admin; serve LWDA	0.60	\$950.00	\$570.00
AR	07/02/2025	Review file for status; draft case management statement and submit to opposing counsel.	1.40	\$550.00	\$770.00
KN	07/22/2025	Review Admin email and Def response; review formatted notice and research issue; respond to Admin regarding notice corrections; review spreadsheet and doublecheck calculations; update outline	0.75	\$950.00	\$712.50
KN	08/18/2025	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	09/02/2025	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	09/16/2025	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	09/29/2025	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
VR	10/06/2025	Receipt and Review of Correspondence: review correspondence between parties; review report from administrator; review declarations; advise PM	0.50	\$750.00	\$375.00
KN	10/06/2025	Review status; review Admin email; review weekly report	0.20	\$950.00	\$190.00
PM	10/10/2025	Review preliminary approval motion and order granting preliminary approval; draft final approval motion.	3.50	\$750.00	\$2,625.00
KN	10/14/2025	Review status; review Admin email; review and revise draft Admin declaration; research issue	0.75	\$950.00	\$712.50
KN	10/14/2025	Review and revise draft motion for final approval;	3.00	\$950.00	\$2,850.00

		analysis of issues; email Defendant; memo to PM; update approval outline			
PM	10/20/2025	Review draft final approval motion; draft declaration of NBB in support of final approval motion.	2.00	\$750.00	\$1,500.00
KN	10/20/2025	Review and revise draft declaration; prepare final billing	1.00	\$950.00	\$950.00
KN	10/20/2025	review and revise motion for final approval; review final admin declaration; update proposed order; finalize motion; file and serve motion; serve LWDA.	3.50	\$950.00	\$3,325.00
				Quantity Subtotal	342.9
				Services Subtotal	\$250,615.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/23/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	11/08/2023	Onelegal/Court Fees	1.00	\$1,490.66	\$1,490.66
Expense	01/05/2024	KNOX Filing and Messenger Service	1.00	\$159.05	\$159.05
Expense	01/11/2024	Onelegal/Court Fees	1.00	\$15.39	\$15.39
Expense	01/18/2024	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	01/18/2024	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	01/24/2024	Onelegal/Court Fees	1.00	\$463.22	\$463.22
Expense	03/21/2024	KNOX Filing and Messenger Service	1.00	\$152.45	\$152.45
Expense	03/22/2024	Onelegal/court fees	1.00	\$15.39	\$15.39
Expense	03/26/2024	Onelegal/court fees	1.00	\$51.48	\$51.48
Expense	04/24/2024	Berger Consulting Fee.	1.00	\$1,480.00	\$1,480.00
Expense	07/03/2024	Expert Fees - DM&A	1.00	\$706.25	\$706.25
Expense	07/26/2024	One Legal filing fee	1.00	\$128.69	\$128.69
Expense	07/31/2024	Expert Fees - DM&A	1.00	\$8,912.50	\$8,912.50
Expense	08/14/2024	One Legal filing fee	1.00	\$18.99	\$18.99
Expense	08/19/2024	Mediation Fees - Kyriacou.	1.00	\$11,250.00	\$11,250.00
Expense	09/06/2024	Mediation Refund - Kyriacou	1.00	-\$11,250.00	-\$11,250.00

Expense	09/10/2024	Mediation Fees - David Rotman	1.00	\$13,250.00	\$13,250.00
Expense	10/09/2024	Berger Consulting Group Fee.	1.00	\$9,720.00	\$9,720.00
Expense	10/24/2024	One Legal Filing Fee	1.00	\$19.31	\$19.31
Expense	11/19/2024	Berger Consulting Fees	1.00	\$1,105.00	\$1,105.00
Expense	01/23/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$21.37	\$21.37
Expense	01/24/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$61.95	\$61.95
Expense	05/02/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$43.06	\$43.06
Expense	05/28/2025	Expert Fee: DM&A	1.00	\$1,900.00	\$1,900.00
Expense	05/30/2025	Onelegal filing charge	1.00	\$2.76	\$2.76
Expense	06/05/2025	One legal charge	1.00	\$85.00	\$85.00
Expense	06/06/2025	Claims administrator fees - APEX.	1.00	\$2,014.00	\$2,014.00
Expense	06/11/2025	One legal filing charge	1.00	\$84.36	\$84.36
Expense	07/01/2025	Download expense for copy of order	1.00	\$5.80	\$5.80
Expense	10/20/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal					\$42,144.64

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	39.0	\$895.00	\$34,905.00
Norm Blumenthal	8.5	\$995.00	\$8,457.50
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Nicholas De Blouw	38.1	\$850.00	\$32,385.00
Ricardo Ehmann	18.1	\$675.00	\$12,217.50
Charlotte James	25.25	\$550.00	\$13,887.50
Piya Mukherjee	104.25	\$750.00	\$78,187.50
Kyle Nordrehaug	36.6	\$950.00	\$34,770.00
Victoria Rivapalacio	25.3	\$750.00	\$18,975.00
Andrew Ronan	2.0	\$550.00	\$1,100.00
Gerardo Galaviz	20.2	\$250.00	\$5,050.00
Frederick Goldman	4.2	\$250.00	\$1,050.00
Quantity Total			342.9

Subtotal \$292,759.64
Total \$292,759.64

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/19/2025	\$292,759.64	\$0.00	\$292,759.64
Outstanding Balance				\$292,759.64
Total Amount Outstanding				\$292,759.64

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

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

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

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

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

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

EXHIBIT #5

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10
11 DEVAN WATSON and SADATE PHILEMON,
individuals, on behalf of themselves and on behalf
12 of all persons similarly situated,

13 Plaintiffs,

14 vs.

15 SAN DIEGO DIALYSIS SERVICES, INC., a
16 Corporation; and DOES 1 through 50, inclusive,

17 Defendants.

Case No. 37-2024-00002851-CU-OE-CTL

18 **DECLARATION OF DEVAN**
19 **WATSON IN SUPPORT OF MOTION**
20 **FOR PRELIMINARY APPROVAL OF**
21 **CLASS SETTLEMENT**

Hearing Date: June 27, 2025

Hearing Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: 66

Date Action Filed: January 22, 2024

Trial Date: Not set

1 I, Devan Watson, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a Dialysis Technician for the Defendant San Diego
10 Dialysis Services, Inc. ("San Diego Dialysis" or "Defendant") in California and during that time
11 period I was classified by San Diego Dialysis as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
24 entirely. I also did not receive all the meal and rest break premiums I was entitled to and when I
25 did receive premium payments they were often an incorrect amount. As to rest breaks in
26 particular, San Diego Dialysis had a policy that did not permit me to leave the premises during
27

1 my rest break. Additionally, I was required to use my personal cellular phone for company
2 business without reimbursement by San Diego Dialysis. I was also required to work off the clock
3 at times, after hours for example, but I was not paid any wages for this time I worked for the
4 company.

5
6 6. I spoke to my attorneys several times and discussed how San Diego Dialysis
7 implemented its company policies and procedures. I also assisted my attorneys in their
8 investigation into my claims by providing them documents and answering their questions. I
9 reviewed the complaint before it was filed and after it was filed I was given access to an
10 electronic file sharing program that alerted me via email when important documents were filed
11 so that I could review them and keep up with the developments in the case which I understood
12 was one of my duties as a class representative. I would also contact my attorneys from time to
13 time if I had any questions about the case. Additionally, I assisted my attorneys in preparing
14 written discovery responses and producing documents in response to Defendant's discovery
15 requests. Also, while the class action was pending in federal court, I personally attended and
16 participated in the Early Neutral Evaluation with my attorneys and the Magistrate Judge.

17
18 7. Even though this action is in the process of settling, I was and remain prepared to
19 perform all the duties of a class representative. I understand that as a class representative I have
20 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
21 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
22 benefit of the class members and surrender any right to compromise the group action for an
23 individual gain.

24
25 8. I understood that being a plaintiff/class representative in this case meant that I was
26 seeking damages not only for myself but also other current and/or former non-exempt employees
27

1 working for San Diego Dialysis in California who make up the class. I felt that these individuals
2 were not aware of their labor law rights and even if they were they would probably be
3 apprehensive about speaking up or even simply because of the time, effort and risk involved in
4 filing a class action lawsuit.

5
6 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
7 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
8 or part of the attorney fees and costs paid by San Diego Dialysis to defend this lawsuit. Also, I
9 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
10 against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this case
11 it would not be difficult for a future employer to become aware that I sued my employer for labor
12 law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights
13 and the rights of others regardless of the risks, time and effort I spent on this case.

14
15 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I aided in
16 preparing discovery responses, and I also kept up to date on important developments by
17 reviewing court filings that were made available to me electronically as I described above.

18 11. A mediation took place on December 10, 2024 with David Rotman, a well-respected and
19 experienced mediator of wage and hour class actions. After the mediation the parties were able
20 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
21 of the settlement which was reached between the parties and understood that I was representing
22 absent class members and therefore wanted the best possible result to be obtained for the class
23 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
24 signed the Memorandum of Understanding on December 27, 2024 and when the final settlement
25 papers were ready, I closely reviewed the Settlement Agreement which I signed on April 22,
26

1 2025.

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

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

16 14. I believe I did the right thing by filing this case on behalf of the class members who,
17 subject to court approval, are in line to receive monetary payments as a result of this case and
18 settlement. This is money they may never have ever gotten if I did not pursue this action on their
19 behalf. I feel significant personal satisfaction to know that I played a role in the class members
20 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
21 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
22 compensation for the work I performed and the risks I undertook.
23

24 15. As part of the settlement it was necessary for me to sign a general release of all claims I
25 may have against San Diego Dialysis. I believe the Class Representative Service Payment I have
26 requested provides me with some compensation for this agreed release.
27

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Defendant's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on 05/24/2025, at Phoenix, Arizona.
(city, state)


Devan Watson (May 24, 2025 08:20 PDT)

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DEVAN WATSON and SADATE PHILEMON,
individuals, on behalf of themselves and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

SAN DIEGO DIALYSIS SERVICES, INC., a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2024-00002851-CU-OE-CTL

**DECLARATION OF SADATE
PHILEMON IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: June 27, 2025

Hearing Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: 66

Date Action Filed: January 22, 2024

Trial Date: Not set

1 I, Sadate Philemon, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a Dialysis Nurse for the Defendant San Diego
10 Dialysis Services, Inc. ("San Diego Dialysis" or "Defendant") in California and during that time
11 period I was classified by San Diego Dialysis as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
24 entirely. I also did not receive all the meal and rest break premiums I was entitled to and when I
25 did receive premium payments they were often an incorrect amount. As to rest breaks in
26 particular, San Diego Dialysis had a policy that did not permit me to leave the premises during
27

1 my rest break. Additionally, I was required to use my personal cellular phone for company
2 business without reimbursement by San Diego Dialysis. I was also required to work off the clock
3 at times, after hours for example, but I was not paid any wages for this time I worked for the
4 company.

5
6 6. I spoke to my attorneys several times and discussed how San Diego Dialysis
7 implemented its company policies and procedures. I also assisted my attorneys in their
8 investigation into my claims by providing them documents and answering their questions. I
9 reviewed the amended complaint before it was filed. I was also given access to an electronic file
10 sharing program that alerted me via email when important documents were filed so that I could
11 review them and keep up with the developments in the case which I understood was one of my
12 duties as a class representative. I would also contact my attorneys from time to time if I had any
13 questions about the case.
14

15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.
21

22 8. I understood that being a plaintiff/class representative in this case meant that I was
23 seeking damages not only for myself but also other current and/or former non-exempt employees
24 working for San Diego Dialysis in California who make up the class. I felt that these individuals
25 were not aware of their labor law rights and even if they were they would probably be
26 apprehensive about speaking up or even simply because of the time, effort and risk involved in
27

1 filing a class action lawsuit.

2 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
3 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
4 or part of the attorney fees and costs paid by San Diego Dialysis to defend this lawsuit. Also, I
5 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
6 against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this case
7 it would not be difficult for a future employer to become aware that I sued my employer for labor
8 law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights
9 and the rights of others regardless of the risks, time and effort I spent on this case.
10

11 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
12 to date on important developments by reviewing court filings that were made available to me
13 electronically as I described above.
14

15 11. A mediation took place on December 10, 2024 with David Rotman, a well-respected and
16 experienced mediator of wage and hour class actions. After the mediation the parties were able
17 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
18 of the settlement which was reached between the parties and understood that I was representing
19 absent class members and therefore wanted the best possible result to be obtained for the class
20 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
21 signed the Memorandum of Understanding on December 31, 2024 and when the final settlement
22 papers were ready, I closely reviewed the Settlement Agreement which I signed on April 24,
23 2025.
24

25 12. I have been actively involved with this lawsuit performing the duties described above.
26 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
27

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 20-30 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date and will continue to do so. I have and always
5 will maintain the best interests of the class members.
6

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

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

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

24 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
25 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
26 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
27

1 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
2 Class Representative service payment is fair and reasonable.

3
4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on 05/27/2025, at 5/27/20.
7 (city, state)

8 
9 Saenz Dorcas (May 27, 2025 12:22 PDT)
Sadate Philemon