

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232  
Website: [www.bamlawca.com](http://www.bamlawca.com)

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (State Bar #287811)  
Email: [david@tomorrowlaw.com](mailto:david@tomorrowlaw.com)  
Vedang Patel (State Bar #328647)  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Tel: (310) 438-5555  
Fax: (310) 300-1705

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

STEPHANIE LA GROW, TIMOTHY  
GRIFFIN and DAMIR BARIC, individuals  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

JETBLUE AIRWAYS CORPORATION, a  
Delaware Corporation; DOES 1 through 100,  
inclusive,

Defendants.

CASE No. **23STCV28880**

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

Hearing Date: May 18, 2026

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated December  
11, 2025]*

Judge: Hon. Laura Seigle

Dept: SS-17

Date Filed: November 27, 2023

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 Blouw  
3 counsel of record for Plaintiffs Stephanie La Grow, Timothy Griffin and Damir Baric (“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 the  
6 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 the  
22 instant matter and to successfully combat the resources of the defendants and their capable and  
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and  
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25  
26 3. 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 JetBlue

1 Airways Corporation (“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 Seven Hundred  
4 Twenty-Five Thousand Dollars (\$1,725,000.00) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.24  
5 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)  
6 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees  
7 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the  
8 Class Representative Service Payments to Plaintiffs; and (5) the PAGA Penalties payment. (Agreement  
9 at ¶ 1.22.)

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

13 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll  
14 taxes thereon no later than 21 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of  
15 Individual Class Payments to Participating Class Members will be made within 14 days after Defendant  
16 funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

17 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved  
18 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service  
19 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
20 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class  
21 Members as their Individual Class Payments. (Agreement at ¶¶ 1.30 and 3.2.) The Administrator will  
22 calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number  
23 of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying  
24 the result by each Participating Class Member’s Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will  
25 initially be based on Defendant’s records, however, Class Members will have the right to challenge the  
26 number of Workweeks.

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved by  
28 the Court by mailing the notice packets after updating class members’ addresses using the National

1 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices  
2 to any forwarding address provided or updated address located. *See* Declaration of Madely Nava (“Nava  
3 Decl.”) ¶ 7, Exh. A. Class Members were provided with the opportunity to exclude themselves or "opt  
4 out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Nava Decl. ¶ 7,  
5 Exh. A. Significantly, there have been **no objections and only two (2) request for exclusion**. Nava  
6 Decl. ¶¶ 11-13. As such, nearly the entire Class (99.81%) will participate in the Settlement and will be  
7 sent a settlement check. *See* Nava Decl. at ¶¶ 11-14. All Aggrieved Employees will be paid their  
8 allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims  
9 regardless of their request for exclusion from the Class. (Agreement at ¶¶ 6.4 and 8.5(d).) Finally, the  
10 Class Notice advised the Class Members of their right to object to the Settlement and/or dispute their  
11 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, and Ex. A.)

12 (f) Participating Class Members must cash their Individual Class Payment check within 180 days  
13 after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided  
14 and any funds represented by such checks sent to a Court-approved nonprofit organization or foundation  
15 consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties proposed  
16 Foster Love as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they  
17 have no interest, financial or otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

18 (g) Apex Class Action LLC. was appointed by the Court as the Administrator for the Settlement.  
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, Administrator will be paid for settlement  
20 administration in an amount not to exceed \$16,300. (Agreement at ¶ 3.2(c).) As set forth in the Nava  
21 Decl. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as well  
22 as anticipated fees and costs for completion of the settlement administration, are \$14,790.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum  
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement  
25 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel  
26 Litigation Expenses Payment in an amount not to exceed \$67,000. (Agreement at ¶ 3.2(b).) Subject to  
27 Court approval, the Agreement provides for a payment of no than \$10,000 each to Plaintiffs Griffin and  
28 Baric, and \$20,000 to Plaintiff La Grow as their Class Representative Service Payments. (Agreement at

¶ 3.2(a).) In support of these requests for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, including lodestar.

(i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$45,000. (Agreement at ¶¶ 1.36 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay Periods.<sup>1</sup> (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

(j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued at \$1,725,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and class certification in this case were far from certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4. Procedural status of the settlement - In accordance with the Preliminary Approval Order dated December 11, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On January 26, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service awards that

---

<sup>1</sup> The PAGA claim in this Action was initiated prior to June 2024, and therefore the prior version of Labor Code ¶2699 applies to the 75/25 allocation.

1 were being sought, how individual settlement awards would be calculated, and the specific, estimated  
2 payment amount to that individual. Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator  
3 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,  
4 there have been **no objections and only two (2) request for exclusion**. Nava Decl. ¶¶ 11-13. As such,  
5 nearly the entire Class (99.81%) will participate in the Settlement and will be sent a settlement check. *See*  
6 Nava Decl. at ¶¶ 11-14.

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

16  
17 6. Procedural History of the Litigation

18 (a) On November 27, 2023, Plaintiff La Grow filed with the LWDA and served on Defendant a  
19 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil  
20 penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice by  
21 Plaintiff La Grow specifically alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218,  
22 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code  
23 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),, California Code of Regulations, Title 8,  
24 Section 1 1070(14) (Failure to Provide Seating), and violation of the applicable Wage Order(s). This  
25 PAGA Notices by Plaintiffs were submitted in support of the Motion for Preliminary Approval.

26 (b) On November 27, 2023, Plaintiff La Grow commenced this Action by filing a Class Action  
27 Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles.  
28 This Class Action Complaint asserted class claims against Defendant for: (1) unfair competition in

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

17 (c) On August 27, 2025, Plaintiffs filed a First Amended Class and Representative Action  
18 Complaint in the La Grow Class Action in this Action adding all the claims and parties in the La Grow  
19 PAGA Action and Griffin Class Action. The First Amended Class and Representative Action Complaint  
20 is the operative complaint in the Action (the "Operative Complaint")

21 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
22 formal and informal discovery, and the production of hundreds of pages of documents, class data, and  
23 other information, allowing for the full and complete analysis of liabilities and defenses to the claims in  
24 the Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class;  
25 (2) payroll data and time punch data for the class covering 269 employees, 112,377 shifts worked and  
26 27,400 workweeks; (3) Defendant's wage and hour policies; (4) the employment file for the Plaintiffs;  
27 and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data  
28 and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the

1 claims for the Class..

2 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
3 The Parties have intelligently litigated the Action since inception. During the course of litigation, the  
4 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have  
5 engaged in significant research and investigation in connection with the Action. Plaintiffs obtained both  
6 formal and informal discovery and the production of relevant documents and data from the Defendant.  
7 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and  
8 utilized an expert to perform an analysis of the data and valuation of the claims.

9 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior  
10 to mediation, the Parties engaged in the above investigation and the exchange of documents and  
11 information in connection with the Action. On May 21, 2025, the Parties participated in an all-day  
12 mediation presided over by Jonathan D. Andrews, Esq., a respected mediator of wage and hour  
13 representative and class actions. Following the mediation, each side, represented by its respective  
14 counsel, were able to agree to settle the Action based upon a mediator's proposal which was  
15 memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the  
16 settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

17 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any  
18 kind associated with the claims alleged in the Action and further denies that, for any purpose other than  
19 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,  
20 among other things, that it has complied at all times with the California Labor Code, applicable Wage  
21 Order, and all other laws and regulations. Further, Defendant contends that class certification is  
22 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated  
23 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class  
24 certification on the basis that the claims meet the requisites for class certification. Without admitting that  
25 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement  
26 purposes only. (Agreement at ¶ 2.15). The Parties agree that certification for settlement purposes is not  
27 an admission that class certification is proper. Further, the Agreement is not admissible in this or any  
28 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes

1 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification  
2 with respect to the Class are satisfied.

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

#### 15 16 7. History of Settlement Discussions

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

23 (b) The Parties attended an arms-length mediation session with Jonathan D. Andrews, Esq., a  
24 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In  
25 preparation for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and  
26 employment data and other information regarding the Class Members, various internal documents, and  
27 other compensation and employment-related materials. Class Counsel analyzed the data with the  
28 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the

mediator. Following the all-day mediation session, with after arms' length negotiations both during and after the mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

(c) From June 2025 to September 2025, the settlement agreement and exhibits thereto were finalized and executed. On December 11 2025, the Court granted Plaintiffs' Motion for Preliminary Approval and entered the Preliminary Approval Order that same date, preliminarily finding the settlement to be fair, adequate, and reasonable to the Class.

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

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

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

1 and therefore present a serious risk to recovery by the Class.

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

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

25 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's  
26 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary  
27 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
28 favorably to the value of the claims. Based upon 1,030 Participating Class Members who collectively

1 worked an estimated 114,541 Workweeks (Nava Decl., at ¶¶ 14-15), the Gross Settlement Amount  
2 provides an average value of \$1,674 per Class Member and \$15 per workweek and, after deductions, the  
3 Net Settlement Amount provides an average recovery of \$954.57 per Class Member and a recovery of  
4 \$8.58 per workweek. The calculations to compensate for the amount due for the Class at the time of the  
5 mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims  
6 are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid  
7 wages for the employees. The maximum potential damages were calculated to be \$1,702,598 for the  
8 alleged unpaid sick pay, \$1,980,437 for the alleged unpaid wages due to off-the-clock work at 30 minutes  
9 per week, \$1,061,053 for alleged meal period damages based upon a 16.9% potential violation rate for  
10 shifts observed in the time records and after deduction of meal premiums paid by Defendant, and  
11 \$1,627,133 for alleged rest period damages based upon the same 16.9% potential violation rate observed  
12 for meal breaks, \$177,592 for alleged unreimbursed business expenses for personal cell phone usage at  
13 \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a  
14 maximum damage claim in the amount of \$6,548,813. As to potential penalties, Plaintiffs calculated that  
15 potential waiting time penalties were a maximum of \$3,085,133, and potential maximum wage statement  
16 penalties were \$2,556,000.<sup>2</sup> Defendant vigorously disputed Plaintiffs' calculations and exposure theories  
17 Consequently, the Gross Settlement Amount of \$1,725,000 represents more than 26% of the maximum  
18 value of the alleged damages at issue in this case at the time this Settlement was negotiated.<sup>3</sup> As to the  
19 meal and rest break claims, Defendant contends that many missed periods were verified as voluntary due  
20 to attestation, which could significantly reduce the value of these claims. Importantly, the recent decision

---

21  
22 <sup>2</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses  
24 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for  
25 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class  
26 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.").

27 <sup>3</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
28 Plaintiffs did not include the PAGA claim in this discussion of the value of the class claims. The  
PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'  
Motion for Preliminary Approval.

1 that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th  
2 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,  
3 even if wages were owed to the Class. The above maximum calculations should then be adjusted in  
4 consideration for both the risk of class certification and the risk of establishing class-wide liability on all  
5 claims. Given the amount of the settlement as compared to the potential value of claims in this case and  
6 the defenses asserted by Defendant, this settlement is fair and reasonable.<sup>4</sup> Clearly, the goal of this  
7 litigation has been met.

8 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
9 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial  
10 defenses both to liability and to class certification. The maximum and average class member allocation  
11 (in addition to their Individual PAGA Payment) are \$2,575.17 and \$954.57, respectively. *See* Nava Decl.  
12 at ¶16. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal,  
13 the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

19  
20 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

21 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be

---

22  
23  
24 <sup>4</sup> See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a  
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime  
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12  
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents  
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*  
*Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action  
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.  
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"  
of maximum valuation).

1 Enforced

2 (a) Class Counsel successfully negotiated a class action settlement which provides for a common  
3 fund settlement to be paid by Defendant to the Class in the amount of One Million Seven Hundred  
4 Twenty-Five Thousand Dollars (\$1,725,000.00). (Agreement at ¶¶ 1.24 and 3.1.) As part of the  
5 settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross  
6 Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class  
7 Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-  
8 third of the Gross Settlement Amount.

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

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

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

21 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third  
22 of the Gross Settlement Amount of \$1,725,000, which equals \$575,000 for attorneys' fees. As part of the  
23 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses  
24 incurred as per Class Counsel's billing statement in an amount not to exceed \$67,000 . Finally, Defendant  
25 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amounts of  
26 \$20,000 for Plaintiff La Grow and \$10,000 for Plaintiff Baric, and \$10,000 for Plaintiff Griffin (total of  
27 \$40,000) as their service awards under the Agreement.

28 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a

1 significant contingent risk such as this one. Our legal system places unique reliance on private litigants  
2 to enforce substantive provisions of employment law through class actions. Therefore, attorneys providing  
3 these substantial benefits should be paid an award equal to the amount negotiated in private bargaining  
4 that takes place in the legal market place.

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

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

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

26 (f) The Settlement was possible because Defendant recognized the risks that Plaintiffs could  
27 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.  
28 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and

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

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

10 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of  
11 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very  
12 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be  
13 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by  
14 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class  
15 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class  
16 Counsel advanced more than \$34,000 in costs which could not have been recovered if this case had been  
17 lost. Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded, as  
18 well as other potential negative financial ramifications from having sued Defendant on behalf of the  
19 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
20 Plaintiffs also support the requested awards.

21 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the  
22 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.  
23 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$575,000 is  
24 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**  
25 **records for Class Counsel evidence that through April 22, 2026, Class Counsel's total lodestar is**  
26 **\$426,357.50, with significant additional fees still to be incurred to complete final approval and the**  
27 **settlement process.** The requested fee award is therefore currently equivalent to Class Counsel's total  
28 lodestar with a reasonable multiplier cross-check of less than 1.4, and there will be additional lodestar

1 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and  
2 reports. As evidenced by the billing, Class Counsel's work was efficiently performed and highly  
3 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,  
4 this Court may conclude that the requested award is fair and reasonable and is justified under California  
5 law.

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

13 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
14 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage  
15 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County  
16 Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third award  
17 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco  
18 Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a one-third  
19 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*  
20 (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded Class Counsel  
21 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los  
22 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third  
23 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*  
24 (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a one-third fee  
25 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*  
26 *Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David Cohn awarded a  
27 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*  
28 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson awarded a one-third

1 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.* (San  
2 Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer awarded a one-third fee  
3 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*  
4 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third  
5 fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*  
6 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-  
7 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*  
8 *Net of California, Inc.* (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge  
9 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On  
10 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San Francisco Superior Court Case No. CGC-20-  
11 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action  
12 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,  
13 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action  
14 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior  
15 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour  
16 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior  
17 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage  
18 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County  
19 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage  
20 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino  
21 County Superior Court Case No. CIVSB2127657), Judge David Cohn awarded a one-third fee award in  
22 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento  
23 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award  
24 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart* (San Bernardino County  
25 Superior Court Case No. CIVDS2023061), Judge Joseph T. Ortiz awarded a one-third fee award in a  
26 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles  
27 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award  
28 in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San

1 Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee  
2 award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San  
3 Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee  
4 award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center*  
5 (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third  
6 fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*  
7 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee  
8 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*  
9 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third  
10 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento  
11 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee  
12 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara  
13 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award  
14 in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento  
15 County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee  
16 award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San  
17 Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee  
18 award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P\$B*  
19 *Intermodel Services* (Los Angeles County Superior Court Case No. 24STCV07771), Judge Timothy  
20 Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal  
21 to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in  
22 other similar cases.

23       12.     **The contemporaneous billing records for Class Counsel evidence that through April**  
24 **22, 2026, Class Counsel’s total combined lodestar is \$426,357.50, with significant additional fees**  
25 **still to be incurred to complete final approval and the settlement process.** The requested fee award  
26 is therefore currently equivalent to Class Counsel’s total lodestar with a reasonable multiplier cross-check  
27 of less than 1.4, and there will be additional lodestar incurred by Class Counsel to complete the settlement  
28 process and manage the settlement distribution and reports. From October 2023 to April 22, 2026, my

1 firm worked on this matter for over 399 hours, with hourly rates for attorneys ranging from \$450 to \$995,  
2 resulting in a total incurred lodestar for my firm in the amount of \$267,895.00. A true and correct copy  
3 of my firm's billing statement for this matter providing a detailed breakdown of the total fees and the  
4 services performed by the firm on this case is attached hereto as Exhibit #3. In addition, my firm will be  
5 performing significant additional work that is not included in this lodestar amount, including finalizing  
6 the final approval motion, attending the hearing on final approval, and monitoring completion of the  
7 settlement process. I expect this additional work will result in \$15,000 to \$20,000 in additional lodestar  
8 for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local  
9 legal community for similar work and, if this were a commercial matter, these are the charges that would  
10 be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the  
11 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey  
12 Matrix is attached hereto as Exhibit # 4. These hourly rates have been approved by Court's throughout  
13 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District  
14 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in  
15 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the  
16 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the  
17 rates of comparable counsel practicing complex and class litigation as detailed in the National Law  
18 Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.  
19 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and  
20 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other  
21 firms practicing in the Southern District of California.) This survey is useful to show that Class  
22 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of  
23 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being  
24 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing  
25 counsel in many cases prosecuted by Class Counsel, in past years charged rates as high as \$875 for  
26 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
27 cases, historically several years ago charged between \$900 and \$750 for partners and \$755 and \$335 for  
28 associates. Thus, the rates charged by Class Counsel for comparable work are within these examples, and

1 are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund  
2 is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by the  
3 completion of the settlement. This is comparable to the multipliers approved in other cases. The  
4 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

5  
6 13. Litigation Expenses: The Agreement provides at paragraph 3.2(b), that Class Counsel may  
7 seek a "Class Counsel Litigation Expenses Payment of not more than \$67,000." Class Counsel requests  
8 reimbursement for incurred litigation expenses and costs in the combined amount of \$34,159.33 based  
9 upon counsel's billing records, which is less than the "not to exceed" amount. My firm incurred litigation  
10 expenses in the amount of \$31,857.62. These litigation expenses include filing fees, mediation expenses,  
11 expert expenses (Berger Consulting), attorney service charges (OneLegal and Knox), delivery charges  
12 (FedEx), court document purchases, and , CaseAnywhere charges, all of which are costs normally billed  
13 to the client.<sup>5</sup> The details of the litigation expenses incurred are set forth in my firm's billing statement,  
14 a true and correct copy of which is attached hereto as Exhibit #3. These costs were reasonably incurred  
15 in the prosecution of the Action.

16  
17 Service Awards

18 14. For their service as the class representatives, Plaintiffs should be awarded the agreed  
19 service award of \$20,000 for Plaintiff La Grow, \$10,000 for Plaintiff Baric, and \$10,000 for Plaintiff  
20 Griffin (total of \$40,000) in accordance with the Agreement for their time, risk and effort expended on  
21 behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to these  
22 payments and there have been no objections to the requested service awards. Plaintiffs' Declarations are  
23 submitted in support of this request and are attached hereto as Exhibits #5-7. As the representatives of  
24 the Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs

25  
26 <sup>5</sup> Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821  
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,  
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,  
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*  
*Lojack Corp., Inc.*, 2012 WL 3151077, at \*12 (C.D. Cal. 2012).

1 worked extensively with Class Counsel during the course of the litigation, responding to numerous  
2 requests, searching for documents, working with counsel, and reviewing the settlement documentation.  
3 As set forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the  
4 Settlement, far beyond the class release. Plaintiffs' Declarations detail the involvement, stress and risks  
5 they undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly  
6 be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other  
7 future employers for having filed a class action on behalf of fellow former employees. Without the  
8 Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit.  
9 The payment of service awards to successful class representatives is appropriate and the amount of  
10 \$20,000 for Plaintiff La Grow and \$10,000 each for Plaintiffs Baric and Griffin are well within the  
11 currently awarded range for similar settlements. The requested award is also reasonable by reference to  
12 the amounts that other California courts have found to be reasonable in wage and hour class action  
13 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal.  
14 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*  
15 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at \*19 (N.D. Cal. 2019) (granting request for \$12,500  
16 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving  
17 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,  
18 \*7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action);  
19 *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service  
20 award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal.  
21 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing  
22 an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007)  
23 (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty,*  
24 *LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service  
25 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011)  
26 (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798,  
27 Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS*  
28 *Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June

24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell Banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013) (awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011) (awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013) (awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside

1 County Superior Court (July 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security*  
2 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service  
3 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior  
4 Court (Jan. 24, 2013) (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case  
5 No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000  
6 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457  
7 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C.  
8 Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service  
9 award).

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

26  
27 <sup>6</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

28 <sup>7</sup> <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 necessity.”<sup>8</sup>

2 16. As a result, Class Counsel respectfully requests approval of the application for award of  
3 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
4 expenses in the amount of \$34,159.33, and approval of the requested service awards to the Plaintiffs.

5 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
6 The Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 58.125%  
7 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to Bibiyan Law Group, P.C., and 16.875%  
8 to Centurion Trial Attorneys, APC.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
10 true and correct. Executed this 22<sup>nd</sup> day of April, 2026, at San Diego, California.

11 /s/ Norman Blumenthal  
12 NORMAN B. BLUMENTHAL  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

---

27 <sup>8</sup> [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)  
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

**EXHIBIT #1**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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

Admitted: 1999, California

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

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

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

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

**Aparajit Bhowmik**

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

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

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

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

**Victoria Rivapalacio**

Associate Attorney

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

Admitted: 2011, California

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

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**Sergio Julian Puche**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

**Trevor Moran**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**Brooke Wilkinson Waldrop**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (3<sup>rd</sup> 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 (9<sup>th</sup> 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 9<sup>th</sup> 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 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

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

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

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

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

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

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

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

**EXHIBIT #2**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Stephanie La Grow, Timothy Griffin and Damir Baric (“Plaintiffs”) and defendant JetBlue Airways Corporation (“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. “Action” collectively means Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned: (1) *Stephanie La Grow v. JetBlue Airways Corporation, et al.*, Case No. No. 2:24-cv-00518-ODW-SK, initiated on November 27, 2023 in the Superior Court of the State of California, County of Los Angeles, and removed to the United States District Court for the Central District of California; (2) *Stephanie La Grow v. JetBlue Airways Corporation, et al.*, Case No. No. 2:24-cv-09722-MRA-RAO, initiated on February 15, 2024 in the Superior Court of the State of California, County of Santa Clara, removed to the United States District Court for the Northern District of California, and transferred to the United States District Court for the Central District of California; and (3) *Timothy Griffin v. JetBlue Airways Corporation, et al.*, Case No. 4:25-cv-01888-JST, initiated on January 1, 2025 in the Superior Court of the State of California, County of San Francisco, and removed to the United States District Court for the Northern District of California.
- 1.2. “Administrator” means Apex Class Action LLC, 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 the State of California who were classified as non-exempt at any time during the PAGA Period, excluding flight attendants and pilots.
- 1.5. “Class” collectively means the California Class and the Sick Pay and Expense Reimbursement Class.
- 1.6. “California Class” means all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the California Class Period, excluding flight attendants and pilots.

- 1.7. “California Class Period” means the period of time from June 18, 2021 to September 6, 2025.
- 1.8. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”); Ryan Stygar of Centurion Trial Attorneys, APC; and David Bibiyan, and Vedang Patel of Bibiyan Law Group, P.C. (“BLG”).
- 1.9. “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.
- 1.10. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.11. “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).
- 1.12. “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.
- 1.13. “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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.14. “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).
- 1.15. “Class Period” collectively means the California Class Period and the Sick Pay and Expense Reimbursement Class Period.
- 1.16. “Class Representative(s)” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

- 1.17. “Class Representative Service Payment(s)” means the service payment made to the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs, excluding Plaintiff La Grow’s individual claims that are being separately settled.
- 1.18. “Court” means the Superior Court of California, County of Los Angeles.
- 1.19. “Defendant” means JetBlue Airways Corporation.
- 1.20. “Defense Counsel means Andrew P. Frederick and Nicole L. Antonopoulos of Morgan, Lewis & Bockius LLP.
- 1.21. “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.
- 1.22. “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.
- 1.23. “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.
- 1.24. “Gross Settlement Amount” means One Million Seven Hundred Twenty Five Thousand Dollars (\$1,725,000.00) 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. The Gross Settlement Amount excludes Plaintiff La Grow’s Individual Settlement, which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.

- 1.25. “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.
- 1.26. “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.
- 1.27. “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.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “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.
- 1.31. “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.
- 1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period of time from November 27, 2022 to September 6, 2025.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. “PAGA Notice” means Plaintiff La Grow’s November 27, 2023 letter to Defendant and the LWDA, Plaintiff Baric’s December 19, 2025 letter to Defendant and the LWDA, and Plaintiff Griffin’s January 2, 2025 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$11,250) and the 75% to LWDA (\$33,750) in settlement of PAGA claims.

- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.38. “Plaintiffs” mean Stephanie La Grow, Timothy Griffin, and Damir Baric, the named plaintiffs in the Action.
- 1.39. “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.
- 1.40. “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 Class Members’ employment in a non-exempt position in California during the California Class Period, including claims based on the failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay wages, including minimum wages, straight time wages, overtime wages, vacation pay, sick pay, and premium pay, failure to include all remuneration into the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to reimburse for necessary business-related expenses, failure to provide suitable seating, unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200, *et seq.* based on the aforementioned, any violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and any violation of the Industrial Welfare Commission Wage Orders based on the aforementioned. This release expressly excludes all other claims, including Plaintiff La Grow’s individual claims (other than her wage and hour claims covered by this Class release) which are being separately settled, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and Class Claims based on facts occurring outside the California Class Period.
- 1.41. “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 Notices, which occurred during Aggrieved Employees’ employment in a non-exempt position in California during the PAGA Period, including claims based on the failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay wages, including minimum wages, straight time wages, overtime wages, vacation pay, sick pay, and premium pay, failure to include all remuneration into the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to reimburse for necessary business-related expenses, failure to provide suitable seating,

any violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, and any violation of the Industrial Welfare Commission Wage Orders based on the aforementioned. This release expressly excludes all other claims, including Plaintiff La Grow's individual claims (other than her individual PAGA claims covered by this PAGA release) which are being separately settled, claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

- 1.42. "Released Parties" means Defendant and its parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, past and present, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents, employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them.
- 1.43. "Released Sick Pay and Reimbursement Class Claims" means all sick pay and reimbursement claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during Sick Pay and Reimbursement Class Members' employment in a non-exempt position in California during the Sick Pay and Reimbursement Class Period, and expressly excluding all other claims, including Plaintiff La Grow's individual claims (other than her wage and hour claims covered by this Sick Pay and Reimbursement Class release) which are being separately settled, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Sick Pay and Reimbursement Class Claims based on facts occurring outside the Sick Pay and Reimbursement Class Period.
- 1.44. "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.
- 1.45. "Response Deadline" means sixty (60) calendar days after the Administrator mails the 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 fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.46. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.47. “Sick Pay and Expense Reimbursement Class” means all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the Sick Pay and Expense Reimbursement Class Period, excluding flight attendants and pilots.

1.48. “Sick Pay and Expense Reimbursement Class Period” means November 27, 2019 to June 17, 2021.

1.49. “Workweek” means any week during the California Class Period or Sick Pay and Expense Reimbursement Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

## **2. RECITALS**

### **The La Grow Class Action**

2.1. On November 27, 2023, Plaintiff La Grow commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “La Grow Class Action”). Plaintiff La Grow’s Class Action Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
- (h) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On January 18, 2024, Defendant filed an Answer to the La Grow Class Action Complaint.

2.3. On January 19, 2024, Defendant removed the La Grow Class Action to the United States District Court for the Central District of California.

### **The La Grow PAGA Action**

2.4. On February 14, 2024, Plaintiff La Grow filed a separate Representative Action

Complaint in the Superior Court of the State of California, County of Santa Clara against Defendant (the “La Grow PAGA Action”). Plaintiff La Grow’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Plaintiff La Grow’s Representative Action Complaint also asserted individual claims for Retaliation in violation of Labor Code §§ 1102.5, *et seq.*, and discrimination and retaliation in violation of FEHA.

2.5. On April 30, 2024, Defendant filed an Answer to the La Grow PAGA Complaint.

2.6. On May 6, 2024, Defendant removed the La Grow PAGA Action to the United States District Court for the Northern District of California.

2.7. On November 4, 2024 the Northern District of California transferred the La Grow PAGA Action to the United States District Court for the Central District of California.

#### **The Griffin and Damir Baric Class Action**

2.8. On January 21, 2025, Plaintiffs Griffin and Baric filed a separate Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “Griffin Class Action”). Plaintiffs Griffin and Baric’s Class Action Complaint asserted claims against Defendant for:

- (a) Failure to pay overtime wages;
- (b) Failure to pay minimum wages;
- (c) Failure to provide required meal periods
- (d) Failure to provide required rest periods
- (e) Waiting time penalties;
- (f) Wage Statement Violations; and
- (g) Unfair Competition.

2.9. On February 19, 2025, Defendant filed an Answer to the Griffin Class Action Complaint.

2.10. On February 21, 2025, Defendant removed the Griffin Class Action to the United States District Court for the Northern District of California.

#### **Pleading Amendment**

2.11. As part of this Agreement, the Parties will stipulate to remand the La Grow Class Action to the Superior Court of the State of California, County of Los Angeles. Subsequently, the Parties will stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) in the La Grow Class Action that adds the claims and parties in the

La Grow PAGA Action and Griffin Class Action. The FAC in the La Grow Class Action shall be the Operative Complaint (“Operative Complaint”). Following the filing of the FAC, Plaintiffs will subsequently dismiss the La Grow PAGA Action and the Griffin Class Action without prejudice.

- 2.12. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged in the Operative Complaint.

### **Mediation and Settlement**

- 2.13. On May 21, 2025, the Parties participated in an all-day mediation presided over by Jonathan D. Andrews, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.14. 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.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.15. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of 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 Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action. The Parties, Class Counsel and Defense Counsel represent that they are aware of one matter – *Luis Lesama Rodriguez v. JetBlue Airways Corporation*, USDC, Central District of California, Case No. 2:23-cv-08742-ODW-SK – that is being extinguished by this Settlement.

### **3. MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,725,000.00 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. The Gross Settlement Amount excludes Plaintiff La Grow's Individual Settlement, which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.

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 Payment to the Class Representative of not more than \$10,000 each to Plaintiffs Griffin and Baric, and \$20,000 to Plaintiff La Grow (in addition to Plaintiff La Grow's separate individual settlement, 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' request for Class Representative Service Payments that do not exceed this amount. 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 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. 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 \$575,000 and a Class Counsel Litigation Expenses Payment of not more than \$67,000. The Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 58.125% to BNBD, 25% to BLG, and 16.875% to CTA. 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 sixteen (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 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 \$16,300 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 \$16,300, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. In the event the Administration Expenses Payment exceeds the estimate of the Settlement Administrator any such additional amounts will be paid from the Gross Settlement Amount.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$45,000 to be paid from the Gross Settlement Amount, with 75% (\$33,750) allocated to the LWDA PAGA Payment and 25% (\$11,250) allocated to the Individual PAGA Payments.
  - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
  - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
  - i. Tax Allocation of Individual Class Payments. 33.3% 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. 66.7% 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 through May 16, 2025, the Class consists of an estimated 837 California Class Members who collectively worked a total of approximately 83,000 Workweeks, an estimated 579 Sick and Expense Reimbursement Class Members who collectively worked a total of approximately 28,681 Workweeks, and an estimated 639 Aggrieved Employees who worked a total of approximately 52,410 PAGA Pay Periods.
- 4.2. Class Data. Not later than thirty (30) 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 twenty one (21) days after the Effective Date.

#### **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

- 5.1. Within fourteen (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 one hundred eighty (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 one hundred twenty (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 seven (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 to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties propose Foster Love as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs Griffin and Baric's General Release. Plaintiffs Griffin and Baric and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code Section 1542, as quoted below, arising at any time up to and including the date of execution of this Agreement, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Plaintiffs Griffin and Baric's Released Claims also include, but are not limited to, the Released Class Claims and Released PAGA Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their implementing regulations and interpretive guidelines; any and all claims for monetary recovery and personal or individual relief, except as prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law. Notwithstanding the foregoing, the release of the Class Representatives' Released Claims does not include (i) any claim or right for workers' compensation benefits; or (ii) any claim or right that is not waivable as a matter of law. Plaintiffs Griffin and Baric's 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' Release also does not extend to Plaintiff La Grow's individual claims being separately released with a separate confidential settlement agreement. Plaintiffs

acknowledges that they 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 Griffin and Baric's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs Griffin and Baric's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs Griffin and Baric's Release, Plaintiffs Griffin and Baric 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.

- 6.2. Plaintiff La Grow's Release. Plaintiff La Grow and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notices. Plaintiff La Grow represents that she has additional individual claims against Defendant that Plaintiff La Grow is separately settling. Plaintiffs La Grow's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. In addition to the Gross Settlement Amount, Plaintiff La Grow will also separately be paid for resolution of her individual claims as set forth in a separate confidential individual settlement agreement that will include a waiver of rights under Civil Code § 1542. This individual settlement to be paid to Plaintiff La Grow is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

- 6.3. 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, as follows:

(a) All Participating California 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.

(b) All Participating Sick Pay and Expense Reimbursement 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 Sick Pay and Expense Reimbursement Class Claims.

6.4. 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 fourteen (14) days of the full execution of this Agreement, Defendant or Defense Counsel 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 and the Cy Pres Recipient. In the Declaration, Defendant or Defense Counsel shall aver that it is aware of one matter – *Luis Lesama Rodriguez v. JetBlue Airways Corporation*, USDC, Central District of California, Case No. 2:23-cv-08742-ODW-SK – that is being extinguished by this Settlement. No later than fourteen (14) days before the date set for the preliminary approval motion, Defendant or Defense Counsel shall separately 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/or the proposed Cy Pres Recipient; 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

and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval with the aim of filing the Motion no later than forty-five (45) days after the full execution of this Agreement and/or the filing of the Operative Complaint, whichever occurs later; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION**

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and Class Counsel has verified that, as a condition of appointment, Apex Class Action LLC 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 fourteen (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 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 seven (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 fourteen (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 fourteen (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 fourteen [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 6.3 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 6.4 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 fourteen [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 fourteen [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 seven (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 seven (7) days before the date by which Plaintiffs are 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 ten (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 seven (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 seven (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 through May 16, 2025, Defendant estimated that there are 837 California Class Members who collectively worked a total of approximately 83,000 Workweeks. If the total number of California Class Workweeks exceeds by more than 10% of the 83,000 currently agreed as the number of Workweeks in the agreed upon California Class Period (June 18, 2021 through September 6, 2025), the Gross Settlement Amount shall increase proportionately (e.g., if the number of Workweeks exceeds by 17%, then Defendant shall pay 7% more than the Gross Settlement Amount). (the "Escalator Clause"). If the Escalator Clause is triggered, Defendant may, without consent of Plaintiffs, elect to alter the Class Period to a time period that does not trigger the Escalator Clause.
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, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (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 sixteen (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 seven (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 five (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. Notwithstanding any other provision of this Settlement, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall constitute grounds for cancellation or termination of the Settlement, or grounds for limiting any other provision of the Final Approval Order and Judgment.
- 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 Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and 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 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, 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. Plaintiffs, 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 first seek the assistance of a mediator and then 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 Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (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](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

David Bibiyan  
Vedang J. Patel  
Bibiyan Law Group, P.C.  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Tel: (310) 438-5555;  
Fax: (310) 300-1705  
E-Mail: [david@tomorrowlaw.com](mailto:david@tomorrowlaw.com)  
[vedang@tomorrowlaw.com](mailto:vedang@tomorrowlaw.com)

Ryan Stygar  
Centurion Trial Attorneys, APC  
8880 Rio San Diego Dr., Ste 800,  
San Diego, CA, 92108  
Tel: (888) 225-5792  
E-Mail: [ryan@centurionta.com](mailto:ryan@centurionta.com)

*To Defendant:*

Andrew P. Frederick  
Nicole L. Antonopoulos  
Morgan, Lewis & Bockius LLP  
1400 Page Mill Road  
Palo Alto, CA 94304  
Tel: (650) 843-4000  
Fax: (650) 843-4001  
E-Mail: [andrew.frederick@morganlewis.com](mailto:andrew.frederick@morganlewis.com)  
[nicole.antonopoulos@morganlewis.com](mailto:nicole.antonopoulos@morganlewis.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, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 08/29/2025

 Stephanie La Grow (Aug 29, 2025 11:34:35 PDT)

Plaintiff Stephanie La Grow

Dated: \_\_\_\_\_

Plaintiff Timonthy Griffin

Dated: \_\_\_\_\_

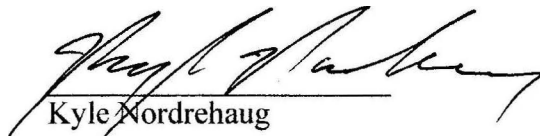
Plaintiff Damir Baric

Dated: \_\_\_\_\_

\_\_\_\_\_  
[name]

For Defendant JetBlue Airways Corporation

Dated: 9/24/25



Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

David Bibiyan  
Vedang J. Patel  
Bibiyan Law Group, P.C.  
Attorney for Plaintiffs

further agree that upon the signing of this Agreement, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Stephanie La Grow

Dated: 09/08/2025



\_\_\_\_\_  
Plaintiff Timonthy Griffin

Dated: 09/08/2025

*Damir Baric*

\_\_\_\_\_  
Plaintiff Damir Baric

Dated: \_\_\_\_\_

\_\_\_\_\_  
[name]  
For Defendant JetBlue Airways Corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
David Bibiyan  
Vedang J. Patel  
Bibiyan Law Group, P.C.  
Attorney for Plaintiffs

further agree that upon the signing of this Agreement, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_  
Plaintiff Stephanie La Grow

Dated: \_\_\_\_\_  
Plaintiff Timonthy Griffin

Dated: 09/04/2025  
*Damir Baric*  
Plaintiff Damir Baric

Dated: \_\_\_\_\_  
\_\_\_\_\_  
[name]  
For Defendant JetBlue Airways Corporation

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: 9/5/25  
*Vedang J. Patel*  
David Bibiyan  
Vedang J. Patel  
Bibiyan Law Group, P.C.  
Attorney for Plaintiffs

further agree that upon the signing of this Agreement, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

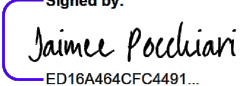
#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_  
Plaintiff Stephanie La Grow

Dated: \_\_\_\_\_  
Plaintiff Timonthy Griffin

Dated: \_\_\_\_\_  
Plaintiff Damir Baric

Dated: 9/02/2025  
  
Signed by:  
ED16A464CFC4491...  
 Jaimee Pocchiani [name]  
 For Defendant JetBlue Airways Corporation

Dated: \_\_\_\_\_  
 Kyle Nordrehaug  
 Blumenthal Nordrehaug Bhowmik De Blouw LLP  
 Attorney for Plaintiffs

Dated: \_\_\_\_\_  
 David Bibiyan  
 Vedang J. Patel  
 Bibiyan Law Group, P.C.  
 Attorney for Plaintiffs

Dated: 09/03/2025

*Ryan Stygar*

Ryan Stygar (Sep 3, 2025 11:29:23 PDT)

Ryan Stygar  
Centurion Trial Attorneys, APC  
Attorney for Plaintiffs

Dated: 9/3/25

*C. R.*

Andrew P. Frederick  
Nicole L. Antonopoulos  
Morgan, Lewis & Bockius LLP  
Attorney for Defendant

**EXHIBIT A**

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

**EXHIBIT “A”**

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

***La Grow v. JetBlue Airways Corporation,***  
**Superior Court of the State of California, County of Los Angeles, Case No. 23STCV28880**

***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 JetBlue Airways Corporation (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Stephanie La Grow, Timothy Griffin and Damir Baric (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of the Class which consists of the California Class and the Sick Pay and Expense Reimbursement Class (collectively, the “Class Members”), where the California Class is all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the California Class Period (June 18, 2021 to September 6, 2025), excluding flight attendants and pilots, and the Sick Pay and Expense Reimbursement Class is all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the Sick Pay and Expense Reimbursement Class Period (November 27, 2019 to June 17, 2021), excluding flight attendants and pilots, and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the PAGA Period (November 27, 2022 to September 6, 2025), excluding flight attendants and pilots (“Aggrieved Employees”). The “Class Period” collectively means the above California Class Period and the Sick Pay and Expense Reimbursement Class Period.

Defendant believes that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant agreed to settle this lawsuit to avoid these issues and because Defendant believes it is in the best interests of the Company to put the matter behind it. The settlement means Defendant does not have to keep spending time and legal fees on defending the lawsuit and can continue to focus on its business objectives.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$\_\_\_\_\_>> (less withholding), and your Individual PAGA Payment is estimated to <<be \$\_\_\_\_\_>>.** The actual amount

you may receive likely will be different, could be higher or lower, 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** <<\_\_\_\_\_>> **pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period 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. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims 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 Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>   |                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b> | 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). |

|                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____.</b></p>                                      | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below) regardless of whether you submit a request for exclusion.</p> |
| <p><b>Participating Class Members Can Object to the Class Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline _____</b></p>      | <p>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 are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.</p>                                                |
| <p><b>You Can Participate in the _____, 2026 Final Approval Hearing</b></p>                                                                                         | <p>The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 17 before Judge Laura A. Seigle. This hearing may change as explained below in Section 9.</p> <p>You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice</p>                                            |
| <p><b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by the Response Deadline (_____)</b></p> | <p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice</p>                                                                                                                                                             |

### **1. What is action about?**

Plaintiffs are/were employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. Plaintiffs also seek civil penalties in a representative claim under the California Labor Code Private Attorneys General Act (“PAGA”).

Defendant strongly denies that it violated any laws or failed to pay any wages and further denies any liability whatsoever to Plaintiffs, the Class, or Aggrieved Employees. Defendant contends it complied with all applicable laws.

### **2. What does it mean that the action has settled?**

The Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. 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) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a 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 the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. What are the terms of the Settlement?**

**Gross Settlement Amount.** Defendant has agreed to pay an “all in” amount of **One Million Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000.00) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, Individual PAGA Payments, and 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 also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds

to the Administrator no later than 21 days after the Effective Date. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. 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 \$16,300, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$575,000.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$67,000.00. Class Counsel has been prosecuting the Action 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 Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 58.125% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to Bibiyan Law Group, P.C., and 16.875% to Centurion Trial Attorneys, APC. 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 \$10,000.00 each to Plaintiffs Griffin and Baric and \$20,000 to Plaintiff La Grow as a service award, 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 Action, 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 \$45,000.00 relating to Plaintiffs’ claim under PAGA, \$33,750.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$11,250.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$11,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is November 27, 2022 to September 6, 2025.

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

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

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

Tax Matters. 33.3% 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. 66.7% of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. 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 is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. 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 to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties propose Foster Love as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest, financial or otherwise, with the intended Cy Pres Recipient.

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

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims, as follows:

- (a) All Participating California 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 Class Members' employment in a non-exempt position in California during the California Class Period (June 18, 2021 to September 6, 2025), including claims based on the failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay wages, including minimum wages, straight time wages, overtime wages, vacation pay, sick pay, and premium pay, failure to include all remuneration into the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to reimburse for necessary business-related expenses, failure to provide suitable seating, unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200, *et seq.* based on the aforementioned, any violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and any violation of the Industrial Welfare Commission Wage Orders based on the aforementioned. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class Claims based on facts occurring outside the California Class Period.

- (b) All Participating Sick Pay and Expense Reimbursement 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 Sick Pay and Expense Reimbursement Class Claims. The “Released Sick Pay and Expense Reimbursement Class Claims” are all sick pay and reimbursement claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during Sick Pay and Reimbursement Class Members’ employment in a non-exempt position in California during the Sick Pay and Reimbursement Class Period (November 27, 2019 to June 17, 2021), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and Sick Pay and Reimbursement Class Claims based on facts occurring outside the Sick Pay and Reimbursement 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 and Released Sick Pay and Expense Reimbursement Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during Aggrieved Employees’ employment in a non-exempt position in California during the PAGA Period, including claims based on the failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay wages, including minimum wages, straight time wages, overtime wages, vacation pay, sick pay, and premium pay, failure to include all remuneration into the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to reimburse for necessary business-related expenses, failure to provide suitable seating, any violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, and any violation of the Industrial Welfare Commission Wage Orders based on the aforementioned. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and its parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, past and present, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents,

employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them.

## **5. How much will my payment be?**

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

**Defendant's records reflect that you worked <<\_\_\_\_\_>> Workweeks during the California Class Period (June 18, 2021 to September 6, 2025).**

**Defendant's records reflect that you worked <<\_\_\_\_\_>> Workweeks during the Sick Pay and Reimbursement Class Period (November 27, 2019 to June 17, 2021).**

**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 (November 27, 2022 to September 6, 2025). Based on this information your estimated Individual PAGA Payment is <<\_\_\_\_\_>>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is \_\_\_\_\_ [sixty (60) days after the mailing of the Class Notice or 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.

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

## **6. How can I get a payment?**

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

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved

Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$45,000.00, of which \$11,250.00 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is \_\_\_\_\_. You may also fax your request to opt out to \_\_\_\_\_ or email the dispute 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 *La Grow v. JetBlue Airways Corporation* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *La Grow v. JetBlue Airways Corporation*, Case No. 23STCV28880. 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. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. 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 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](http://www.bamlawca.com) under "Class Notices" for *La Grow v. JetBlue Airways Corporation* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV28880.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval 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 date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *La Grow v. JetBlue Airways Corporation*, Case No. 23STCV28880, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Settlement Website: \_\_\_\_\_

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. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

**CLASS COUNSEL:**

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw  
LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

David Bibiyan

Vedang J. Patel

Bibiyan Law Group, P.C.

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555;

Fax: (310) 300-1705

E-Mail: [david@tomorrowlaw.com](mailto:david@tomorrowlaw.com);

[vedang@tomorrowlaw.com](mailto:vedang@tomorrowlaw.com)

**COUNSEL FOR DEFENDANT:**

Andrew P. Frederick  
Nicole L. Antonopoulos  
Morgan, Lewis & Bockius LLP  
1400 Page Mill Road  
Palo Alto, CA 94304

**9. Can I Attend the Final Approval Hearing?**

You can, but don't have to, attend the Final Approval Hearing at \_\_\_\_\_ (Pacific Standard Time) on \_\_\_\_\_, in Department 17 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Laura A. Seigle. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to 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 in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

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](http://www.bamlawca.com) under "Class Notices" for *La Grow v. JetBlue Airways Corporation*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV28880.

**10. How Can I Get More Information?**

You may call the Administrator at \_\_\_\_\_ or write to *La Grow v. JetBlue Airways Corporation* Administrator, c/o \_\_\_\_\_.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *La Grow v. JetBlue Airways Corporation*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV28880. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties propose Foster Love as the Cy Pres Recipient.
- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

**EXHIBIT B**

[ORDER GRANTING PRELIMINARY APPROVAL]

**EXHIBIT "B"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

STEPHANIE LA GROW, TIMOTHY  
GRIFFIN and DAMIR BARIC, individuals  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

JETBLUE AIRWAYS CORPORATION, a  
Delaware Corporation; DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: **23STCV28880**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge: Hon. Laura Seigle  
Dept: SS-17

Date Filed: November 27, 2023  
Trial Date: Not set

This matter came before the Honorable Laura Seigle of the Superior Court of the State of California, in and for the County Los Angeles, on \_\_\_\_\_[DATE], for hearing on the unopposed motion by Plaintiffs Stephanie La Grow, Timothy Griffin and Damir Baric (collectively, "Plaintiffs") for preliminary approval of the Class Action and PAGA Settlement with Defendant JetBlue Airways Corporation ("Defendant"). The Court, having considered the

1 briefs, argument of counsel and all matters presented to the Court and good cause appearing,  
2 hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3  
4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Class Action and PAGA Settlement  
6 Agreement ("Agreement") attached as Exhibit \_\_\_\_ to the Declaration of Kyle Nordrehaug in  
7 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based  
8 on the Court's determination that the Settlement set forth in the Agreement is within the range of  
9 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil  
10 Procedure and California Rules of Court, rule 3.769.

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

13 3. The Gross Settlement Amount that Defendant shall pay is One Million Seven  
14 Hundred Twenty-Five Thousand Dollars (\$1,725,000.00). It appears to the Court on a preliminary  
15 basis that the settlement amount and terms are fair, adequate and reasonable as to all potential  
16 Class Members when balanced against the probable outcome of further litigation and the  
17 significant risks relating to certification, liability and damages issues. It further appears that  
18 investigation and research have been conducted such that counsel for the Parties are able to  
19 reasonably evaluate their respective positions. It further appears to the Court that the Settlement  
20 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that  
21 would be presented by the further prosecution of the Action. It further appears that the Settlement  
22 has been reached as the result of serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of  
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
26 preliminarily finds that the monetary settlement awards made available to the Class are fair,  
27  
28

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

5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$67,000, and proposed Class Representative Service Payments to Plaintiffs Baric and Griffin in an amount not to exceed \$10,000 each and Plaintiff La Grow in an amount not to exceed \$20,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. 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 Class which consists of the California Class and the Sick Pay and Expense Reimbursement Class (collectively the "Class Members"). The California Class is "all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the California Class Period, excluding flight attendants and pilots." The California Class Period is June 18, 2021 to September 6, 2025. The Sick Pay and Expense Reimbursement Class is "all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the Sick Pay and Expense Reimbursement Class Period, excluding flight attendants and pilots." The Sick Pay and Expense Reimbursement Class Period is November 27, 2019 to June 17, 2021.

7. 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

1 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)  
2 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a  
3 class action is superior to other available methods for the efficient adjudication of this controversy;  
4 and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiffs are adequate  
5 representatives of the Class.

6 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The  
7 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,  
8 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G Moran of Blumenthal  
9 Nordrehaug Bhowmik De Blouw LLP, Ryan Stygar of Centurion Trial Attorneys, APC, and  
10 David Bibiyan and Vedang Patel of Bibiyan Law Group, P.C. as Class Counsel for the Class.

11 9. The Agreement provides for a PAGA Penalties allocation out of the Gross  
12 Settlement Amount in the amount of \$45,000.00, which shall be allocated \$33,750.00 to the Labor  
13 & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of  
14 civil penalties paid under this Agreement pursuant to the PAGA and \$11,250.00 to the Aggrieved  
15 Employees. “Aggrieved Employees” are all individuals who are or previously were employed by  
16 Defendant in the State of California who were classified as non-exempt at any time during the  
17 PAGA Period (November 27, 2022 to September 6, 2025). Pursuant to Labor Code section 2699,  
18 the LWDA was provided notice of the Agreement and these settlement terms. The Court finds the  
19 PAGA Penalties to be reasonable.

20 10. The Court hereby approves, as to form and content, the Class Notice attached to the  
21 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately  
22 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right  
23 to be excluded from the Class by submitting a written opt-out request, and of each member’s right  
24 and opportunity to object to the Settlement. The Court further finds that the distribution of the  
25 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets  
26 the requirements of due process, is the best notice practicable under the circumstances, and shall  
27 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of  
28

1 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class  
2 Notice Packet is returned because of an incorrect address, the Administrator will promptly search  
3 for a more current address for the Class Member and re-mail the Class Notice Packet to any new  
4 address for the Class Member no later than seven (7) days after the receipt of the undelivered  
5 Class Notice.

6 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later  
7 than thirty (30) days after this Order, Defendant will provide the Class Data to the Administrator.  
8 The Administrator will perform address updates and verifications as necessary prior to the first  
9 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)  
10 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all  
11 Class Members via first-class regular U.S. Mail to their last known address.

12 12. The Court hereby preliminarily approves the proposed procedure for exclusion  
13 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
14 from the Class as provided in the Class Notice by following the instructions for requesting  
15 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be  
16 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the  
17 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline  
18 for requests for exclusion will be extended an additional fourteen (14) days. A Request for  
19 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.  
20 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to  
21 any recovery under the Class Settlement and will not be bound by the Class Settlement or have  
22 any right to object, appeal or comment thereon. Class Members who have not requested exclusion  
23 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for  
24 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a  
25 group, class, or subclass of individuals is not permitted and will be deemed invalid. Class  
26 Members are still bound by the release of PAGA claims even if they submit a valid request for  
27 exclusion.

1           13.     Any Class Member who has not opted out may appear at the final approval hearing  
2 and may object or express the Member's views regarding the Settlement and may present evidence  
3 and file briefs or other papers that may be proper and relevant to the issues to be heard and  
4 determined by the Court as provided in the Class Notice. Class Members will have until the  
5 Response Deadline to submit their written objections to the Administrator. Written objections  
6 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class  
7 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an  
8 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval  
9 Hearing to make an oral objection.

10           14.     A final approval hearing shall be held before this Court on \_\_\_\_\_  
11 \_\_\_\_\_ at \_\_\_\_\_ in Department 17 at the Spring Street Courthouse of the Los  
12 Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and  
13 costs, and to determine all necessary matters concerning the Settlement, including: whether the  
14 proposed settlement of the Action on the terms and conditions provided for in the Agreement is  
15 fair, adequate and reasonable and should be finally approved by the Court; whether the Final  
16 Approval Order and Judgment should be entered herein; whether the plan of allocation contained  
17 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and  
18 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the  
19 Administrator. All papers in support of the motion for final approval shall be filed with the Court  
20 and served on all counsel no later than sixteen (16) court days before the hearing and the motion  
21 shall be heard at this final approval hearing.

22           15.     Neither the Settlement nor any exhibit, document, or instrument delivered  
23 thereunder shall be construed as a concession or admission by Defendant in any way that the  
24 claims asserted have any merit or that this Action was properly brought as a class or representative  
25 action, and shall not be used as evidence of, or used against Defendant as, an admission or  
26 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
27 omission by Defendant or with respect to the truth of any allegation asserted by any person.

1 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,  
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
3 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or  
4 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,  
5 evidence of a presumption, concession, indication or admission by Defendant of any liability,  
6 fault, wrongdoing, omission, concession or damage.

7 16. In the event the Settlement does not become effective in accordance with the terms  
8 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
9 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
10 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
11 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
12 including all available defenses and affirmative defenses, and arguments that any claim in the  
13 Action could not be certified as a class action and/or managed as a representative action. In such  
14 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or  
15 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of  
16 the Agreement with respect to the effect of the Agreement if it is not approved.

17 17. The Court reserves the right to adjourn or continue the date of the final approval  
18 hearing and all dates provided for in the Agreement without further notice to Class Members and  
19 retains jurisdiction to consider all further applications arising out of or connected with the  
20 proposed Settlement.

21 **IT IS SO ORDERED.**

22 Dated: \_\_\_\_\_

23 \_\_\_\_\_  
24 HON. LAURA SEIGLE  
25 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
26  
27  
28

**EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

**EXHIBIT "C"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

STEPHANIE LA GROW, TIMOTHY  
GRIFFIN and DAMIR BARIC, individuals  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

JETBLUE AIRWAYS CORPORATION, a  
Delaware Corporation; DOES 1 through 100,  
inclusive,

Defendants.

**CASE NO.: 23STCV28880**

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

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge: Hon. Laura Seigle  
Dept: SS-17

Date Filed: November 27, 2023  
Trial Date: Not set

1 The unopposed motion of Plaintiffs Stephanie La Grow, Timothy Griffin and Damir Baric  
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement  
3 (“Agreement”) with Defendant JetBlue Airways Corporation (“Defendant”), attorneys’ fees and  
4 costs, service payments, and the expenses of the Administrator duly came on for hearing on  
5 \_\_\_\_\_ before the Honorable Laura Seigle.

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 Superior Court for the State of California, in and for the County of Los Angeles, and over all  
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the  
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Seven Hundred  
16 Twenty-Five Thousand Dollars (\$1,725,000.00) and the terms set forth in the Agreement are fair,  
17 reasonable, and 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, and the assistance of an experienced mediator in the settlement process, among other  
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

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

27 **Notice to the Class**

28

1           6.       In compliance with the Preliminary Approval Order, the Court-approved Class  
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or  
3 about \_\_\_\_\_. This mailing of the Class Notice to their last-known addresses was the  
4 best notice practicable under the circumstances and was reasonably calculated to communicate  
5 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to  
6 the Class Members fully and accurately informed the Class Members of all material elements of  
7 the proposed Settlement and of their opportunity to object to or comment thereon or to seek  
8 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and  
9 complied fully with the laws of the State of California, the United States Constitution, due process  
10 and other applicable law. The Class Notice fairly and adequately described the Settlement and  
11 provided Class Members adequate instructions and a variety of means to obtain additional  
12 information.

13           7.       The Response Deadline for opting out or submitting written objections to the  
14 Settlement was \_\_\_\_\_, which for re-mailings was extended by fourteen (14) days. There  
15 was an adequate interval between notice and the deadline to permit Class Members to choose what  
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class  
17 Members to participate in this hearing, and all Class Members and other persons wishing to be  
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and  
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the  
20 Court determines that all Class Members who did not timely and properly submit a request for  
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22           **Fairness of the Settlement**

23           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
24 48 Cal.App.4th 1794, 1801 (1996).

25           a.       The settlement was reached through arm's-length bargaining between the  
26 Parties during an all-day mediation before Jonathan D. Andrews, Esq., an experienced mediator of  
27 wage and hour class actions. There has been no collusion between the Parties in reaching the  
28

1 Settlement.

2           b.       Plaintiffs and Class Counsel's investigation and discovery have been  
3 sufficient to allow the Court and counsel to act intelligently.

4           c.       Counsel for all Parties are experienced in similar employment class action  
5 and PAGA litigation. Class Counsel recommended approval of the Agreement.

6           d.       The percentage of objectors and requests for exclusion is small. \_\_\_\_  
7 objections were received. \_\_\_\_\_ requests for exclusion were received.

8           e.       The participation rate was high. \_\_\_\_\_ Class Members will be mailed a  
9 settlement payment, representing \_\_\_\_% of the overall Class.

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

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

17           **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

18       11.      An award of \$575,000 for attorneys' fees, representing one-third of the Gross  
19 Settlement Amount, and \$\_\_\_\_\_ for litigation costs and expenses, is reasonable, in light of  
20 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
21 achieved by Class Counsel. The requested awards have been supported by Class Counsel's  
22 lodestar and billing statement.

23           **Class Representative Service Payments**

24       12.      The Agreement provides for a Class Representative Service Payments of not more  
25 than \$10,000 each to Plaintiffs Baric and Griffin and not more than \$20,000 to Plaintiff La Grow,  
26 subject to the Court's approval. The Court finds that Class Representative Service Payments in  
27 the amount of \$\_\_\_\_\_ each to the Plaintiffs are reasonable in light of the risks and burdens  
28

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

**Administration Expenses Payment**

13. The Administrator shall calculate and administer the payment to be made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented \$\_\_\_\_\_ in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

**PAGA Penalties**

14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of \$45,000.00, which shall be allocated \$33,7500.00 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$11,250.00 to be distributed to the Aggrieved Employees and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the PAGA Period (November 27, 2022 to September 6, 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

**II.**

**ORDERS**

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

1           15.     The Class is certified for the purposes of settlement only. The Class consists of the  
2 California Class and the Sick Pay and Expense Reimbursement Class (collectively the “Class  
3 Members”). The California Class is defined as follows:

4           All individuals who are or previously were employed by Defendant in the State of  
5 California who were classified as non-exempt at any time during the California  
6 Class Period, excluding flight attendants and pilots.

7 The California Class Period is June 18, 2021 to September 6, 2025. The Sick Pay and Expense  
8 Reimbursement Class is defined as follows:

9           All individuals who are or previously were employed by Defendant in the State of  
10 California who were classified as non-exempt at any time during the Sick Pay and  
11 Expense Reimbursement Class Period, excluding flight attendants and pilots.

12 The Sick Pay and Expense Reimbursement Class Period is November 27, 2019 to June 17, 2021.  
13 The “Class Period” collectively means the above California Class Period and the Sick Pay and  
14 Expense Reimbursement Class Period.

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

18           17.     The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
19 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund  
20 the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to  
21 the Administrator no later than 21 days after the Effective Date.

22           18.     Class Counsel are awarded attorneys’ fees in the amount of \$575,000 and costs in  
23 the amount of \$\_\_\_\_\_. The Class Counsel Fees Payment shall be allocated among Class  
24 Counsel as follows: 58.125% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to  
25 Bibiyan Law Group, P.C., and 16.875% to Centurion Trial Attorneys, APC. The Class Counsel  
26 Litigation Expenses Payment shall be allocated as follows: \$\_\_\_\_\_ to Blumenthal  
27 Nordrehaug Bhowmik De Blouw LLP, and \$\_\_\_\_\_ to Bibiyan Law Group, P.C., and  
28 \$\_\_\_\_\_ to Centurion Trial Attorneys, APC. Class Counsel shall not seek or obtain any other  
compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

1           19.     The payment of Class Representative Service Payments in the amount of  
2 \$ \_\_\_\_\_ each to the Plaintiffs is approved.

3           20.     The payment of \$ \_\_\_\_\_ to the Administrator for its fees and expenses is  
4 approved.

5           21.     The PAGA Penalties of \$45,000.00 is approved and is to be distributed in  
6 accordance with the Agreement.

7           22.     Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this  
8 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

9           23.     Neither the Agreement nor this Settlement is an admission by Defendant, nor is this  
10 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
11 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment  
12 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the  
13 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement  
14 is, may be construed as, or may be used as an admission by or against Defendant of any fault,  
15 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any  
16 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
17 evidence of, an admission or concession with regard to the denials or defenses by Defendant.  
18 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding  
19 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in  
20 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,  
21 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
22 Claims and/or Released PAGA Claims.

23           24.     Notice of entry of this Final Approval Order and Judgment shall be given to all  
24 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order  
25 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall  
26 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual  
27 Class Members.

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

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

9           26.     Except as set forth in the Agreement and this Final Approval Order and Judgment,  
10 Plaintiffs, and all members of the Class, shall take nothing in the Action.

11           27.     All Parties shall bear their own attorneys' fees and costs, except as otherwise  
12 provided in the Agreement and in this Final Approval Order and Judgment.

13           28.     Effective on the date when Defendant fully funds the entire Gross Settlement  
14 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
15 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will  
16 release claims against all Released Parties as follows:

17                   (a)     All Participating Class Members, on behalf of themselves and their  
18 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
19 and assigns, release Released Parties from the Released Class Claims, as follows:

- 20                               (1)     All Participating California Class Members, on behalf of themselves  
21 and their respective former and present representatives, agents,  
22 attorneys, heirs, administrators, successors, and assigns, release  
23 Released Parties from the Released Class Claims. The "Released  
24 Class Claims" are all claims that were alleged, or reasonably could  
25 have been alleged, based on the facts stated in the Operative  
26 Complaint which occurred during Class Members' employment in a  
27 non-exempt position in California during the California Class Period  
28 (June 18, 2021 to September 6, 2025), including claims based on the  
failure to provide compliant meal periods and associated premium  
pay, failure to provide compliant rest periods and associated  
premium pay, failure to pay wages, including minimum wages,  
straight time wages, overtime wages, vacation pay, sick pay, and  
premium pay, failure to include all remuneration into the calculation  
of the regular rate of pay, failure to provide compliant wage

1 statements, failure to timely pay wages during employment, failure  
2 to timely pay wages upon termination of employment, failure to  
3 reimburse for necessary business-related expenses, failure to provide  
4 suitable seating, unfair or unlawful business practices pursuant to  
5 California Business and Professions Code §§ 17200, *et seq.* based  
6 on the aforementioned, any violation of the California Labor Code  
7 based on the aforementioned, including, but not limited to,  
8 California Labor Code sections 201, 202, 203, 204, 210, 218, 221,  
9 226, 226.7, 227.3, 233, 246, 510, 512, 1194, 1194.2, 1197, 1197.1,  
10 1198, and 2802, and any violation of the Industrial Welfare  
11 Commission Wage Orders based on the aforementioned. This  
12 release expressly excludes all other claims, including Plaintiff La  
13 Grow's individual claims (other than her wage and hour claims  
14 covered by this Class release) which are being separately settled,  
15 claims for vested benefits, wrongful termination, violation of the  
16 Fair Employment and Housing Act, unemployment insurance,  
17 disability, social security, workers' compensation, and Class Claims  
18 based on facts occurring outside the California Class Period.

12 (2) All Participating Sick Pay and Expense Reimbursement Class  
13 Members, on behalf of themselves and their respective former and  
14 present representatives, agents, attorneys, heirs, administrators,  
15 successors, and assigns, release Released Parties from the Released  
16 Sick Pay and Expense Reimbursement Class Claims. The "Released  
17 Sick Pay and Expense Reimbursement Class Claims" are all sick  
18 pay and reimbursement claims that were alleged, or reasonably  
19 could have been alleged, based on the facts stated in the Operative  
20 Complaint which occurred during Sick Pay and Reimbursement  
21 Class Members' employment in a non-exempt position in California  
22 during the Sick Pay and Reimbursement Class Period (November  
23 27, 2019 to June 17, 2021), and expressly excluding all other  
24 claims, including Plaintiff La Grow's individual claims (other than  
25 her wage and hour claims covered by this Sick Pay and  
26 Reimbursement Class release) which are being separately settled,  
27 claims for vested benefits, wrongful termination, violation of the  
28 Fair Employment and Housing Act, unemployment insurance,  
disability, social security, workers' compensation, and Sick Pay and  
Reimbursement Class Claims based on facts occurring outside the  
Sick Pay and Reimbursement Class Period.

24 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf  
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
26 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.  
27 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably  
28

1 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA  
2 Notices, which occurred during Aggrieved Employees' employment in a non-exempt position in  
3 California during the PAGA Period, including claims based on the failure to provide compliant  
4 meal periods and associated premium pay, failure to provide compliant rest periods and associated  
5 premium pay, failure to pay wages, including minimum wages, straight time wages, overtime  
6 wages, vacation pay, sick pay, and premium pay, failure to include all renumeration into the  
7 calculation of the regular rate of pay, failure to provide compliant wage statements, failure to  
8 timely pay wages during employment, failure to timely pay wages upon termination of  
9 employment, failure to reimburse for necessary business-related expenses, failure to provide  
10 suitable seating, any violation of the California Labor Code based on the aforementioned,  
11 including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218, 221,  
12 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, and any violation  
13 of the Industrial Welfare Commission Wage Orders based on the aforementioned. This release  
14 expressly excludes all other claims, including Plaintiff La Grow's individual claims (other than  
15 her individual PAGA claims covered by this PAGA release) which are being separately settled,  
16 claims for vested benefits, wrongful termination, and violation of the Fair Employment and  
17 Housing Act, unemployment insurance, disability, social security, workers' compensation, and  
18 PAGA claims outside of the PAGA Period.

19 (c) Plaintiffs Griffin and Baric and their respective former and present spouses,  
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
21 and discharge Released Parties from any and all claims, obligations, demands, actions, rights,  
22 causes of action, and liabilities against the Released Parties, of whatever kind and nature,  
23 character, and description, whether in law or equity, whether sounding in tort, contract, federal,  
24 state and/or local law, statute, ordinance, regulation, common law, or other source of law or  
25 contract, whether known or unknown, and whether anticipated or unanticipated, including all  
26 unknown claims covered by California Civil Code Section 1542, as quoted below, arising at any  
27 time up to and including the date of execution of this Agreement, for any type of relief, including  
28

1 without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs,  
2 penalties (including waiting time penalties), general damages, compensatory damages, liquidated  
3 damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses,  
4 restitution, and equitable and declaratory relief. Plaintiffs Griffin and Baric's Released Claims  
5 also include, but are not limited to, the Released Class Claims and Released PAGA Claims as well  
6 as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California  
7 Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or  
8 county Living Wage Ordinances, and claims under state or federal discrimination statutes,  
9 including, without limitation, the California Government Code; the Unruh Civil Rights Act,  
10 California Civil Code; the California Constitution; the California Business and Professions Code,  
11 including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age  
12 Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the  
13 Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act  
14 of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave  
15 Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et*  
16 *seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal  
17 Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974;  
18 the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the  
19 California Family Rights Act; and all of their implementing regulations and interpretive  
20 guidelines; any and all claims for monetary recovery and personal or individual relief, except as  
21 prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees,  
22 injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the  
23 avoidance of doubt, this is a complete and general release to the maximum extent permitted by  
24 law. Notwithstanding the foregoing, the release of the Class Representatives' Released Claims  
25 does not include (i) any claim or right for workers' compensation benefits; or (ii) any claim or  
26 right that is not waivable as a matter of law. Plaintiffs Griffin and Baric's General Release does  
27 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,  
28

1 unemployment benefits, disability benefits, social security benefits, or workers' compensation  
2 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs'  
3 Release also does not extend to Plaintiff La Grow's individual claims being separately released  
4 with a separate confidential settlement agreement. Plaintiffs acknowledge that they may discover  
5 facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to  
6 be true but agree, nonetheless, that Plaintiffs Griffin and Baric's Release shall be and remain  
7 effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery  
8 of them.

9 (d) Plaintiff La Grow and her respective former and present spouses,  
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
11 and discharge Released Parties from all claims, transactions, or occurrences that occurred during  
12 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have  
13 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims  
14 that were, or reasonably could have been, alleged based on facts contained in the Operative  
15 Complaint and Plaintiffs' PAGA Notices. Plaintiff La Grow represents that she has additional  
16 individual claims against Defendant that Plaintiff La Grow is separately settling. Plaintiffs La  
17 Grow's Release does not extend to any claims or actions to enforce this Agreement, or to any  
18 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or  
19 workers' compensation benefits that arose at any time, or based on occurrences outside the Class  
20 Period.

21 29. For any Class Member or Aggrieved Employee whose Individual Class Payment  
22 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the  
23 Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit  
24 organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres  
25 Recipient"). The Court approves Foster Love as the Cy Pres Recipient.

26 30. The Court hereby enters judgment in the entire Action as of the filing date of this  
27 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the  
28

1 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction  
2 over the interpretation, implementation, and enforcement of the Settlement and all orders entered  
3 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

5

6 Dated: \_\_\_\_\_

7

8

\_\_\_\_\_  
HON. LAURA SEIGLE  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

**EXHIBIT #3**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

## INVOICE

Invoice # 1  
Date: 04/22/2026  
Due On: 05/22/2026

Stephanie La Grow  
12232 Fidel Ave  
Whittier, CA 90605

**CA3137**

**Jetblue**

### Services

| Attorney | Date       | Notes                                                                                                                                                                                                                                                                                        | Quantity | Rate     | Total      |
|----------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| NDB      | 10/05/2023 | Review and analyze original intake notes. Legal research regarding related litigation in Court. Research Defendant's business operations in CA and previous court orders and settlements. Review emails and documents from Plaintiff. Conference with Plaintiff to discuss facts and claims. | 3.10     | \$850.00 | \$2,635.00 |
| NDB      | 10/06/2023 | Review and research individual claims for retaliation and DFEH. Review and research off the clock work tasks and claims. Discuss with Plaintiff.                                                                                                                                             | 2.90     | \$850.00 | \$2,465.00 |
| NDB      | 10/07/2023 | Review and research union and CBA pre-emption issues for flight attendants. Review CBA and other relevant union documents.                                                                                                                                                                   | 2.80     | \$850.00 | \$2,380.00 |
| NDB      | 10/08/2023 | Review entire employment file for legal claims. Analyze all paystubs for regular rate and other wage and hour claims. Legal research. Obtain all background facts for complaint.                                                                                                             | 3.30     | \$850.00 | \$2,805.00 |
| NDB      | 10/11/2023 | Review facts and law. Legal research. Draft complaint. Analyze and research venue issue.                                                                                                                                                                                                     | 3.40     | \$850.00 | \$2,890.00 |
| NDB      | 10/14/2023 | Analyze related litigation. Review previous mediation briefs regarding same claims and facts. Draft Complaint. Discuss with Plaintiff.                                                                                                                                                       | 3.00     | \$850.00 | \$2,550.00 |

|     |            |                                                                                                                                                                                                                                 |      |          |            |
|-----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| NDB | 10/29/2023 | Analyze document file. Review and revise complaint. Discuss claims and process of lawsuit with Plaintiff.                                                                                                                       | 1.90 | \$850.00 | \$1,615.00 |
| NDB | 11/08/2023 | Review case file. Draft internal case notes memo detailing relevant facts and specific violations.                                                                                                                              | 2.00 | \$850.00 | \$1,700.00 |
| KN  | 11/18/2023 | Review research and analysis from ND; analyze facts and claims; review draft complaint; provide input to ND and RE                                                                                                              | 2.00 | \$950.00 | \$1,900.00 |
| NDB | 11/21/2023 | Review and confirm individual facts for individual claims. Research. Obtain right to sue, update and finalize complaint.                                                                                                        | 1.50 | \$850.00 | \$1,275.00 |
| RE  | 11/24/2023 | Review case notes/damage analysis                                                                                                                                                                                               | 0.50 | \$675.00 | \$337.50   |
| RE  | 11/24/2023 | Review & analyze employment file documents                                                                                                                                                                                      | 2.50 | \$675.00 | \$1,687.50 |
| NDB | 11/25/2023 | Review and research PAGA claims and penalties. Draft PAGA Notice. Analyze facts and claims.                                                                                                                                     | 2.10 | \$850.00 | \$1,785.00 |
| KN  | 11/25/2023 | Review and revise class complaint; advise RE: review draft PAGA notice and analysis of PAGA claims from ND; provide input to ND                                                                                                 | 1.60 | \$950.00 | \$1,520.00 |
| RE  | 11/26/2023 | Review, edit & revise class action complaint; finalize draft                                                                                                                                                                    | 2.80 | \$675.00 | \$1,890.00 |
| RE  | 11/27/2023 | Draft summons & civil case cover sheet re class action                                                                                                                                                                          | 0.50 | \$675.00 | \$337.50   |
| RE  | 11/27/2023 | Review & finalize class action complaint package; file in LA Sup. Ct.                                                                                                                                                           | 0.70 | \$675.00 | \$472.50   |
| RE  | 11/28/2023 | Review court returned docs re class action; review docket; memo to firm re judicial/department assignment and status of initial case management conference                                                                      | 0.50 | \$675.00 | \$337.50   |
| HD  | 11/28/2023 | Review filed Class complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link. | 0.50 | \$250.00 | \$125.00   |
| RE  | 11/30/2023 | Review comm. from OPC re service via Notice & Acknowledgement of Receipt; prep docs for service; draft NAR; email docs to OPC; instruct staff to mail hard copies per code re CLASS action                                      | 0.70 | \$675.00 | \$472.50   |
| JH  | 11/30/2023 | Correspondence with defense counsel re service of complaint and introductory call; begin review/analyze docs in file; update case notes                                                                                         | 2.00 | \$750.00 | \$1,500.00 |
| JH  | 12/01/2023 | Continue review/analyze docs in file; create exhibit book; update case notes                                                                                                                                                    | 2.00 | \$750.00 | \$1,500.00 |

|    |            |                                                                                                                                                                                                                                                                                                                                                  |      |          |            |
|----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| KN | 12/02/2023 | Review filed complaint; review court notices; review memo from RE; review correspondence and Team analysis                                                                                                                                                                                                                                       | 0.50 | \$950.00 | \$475.00   |
| JH | 12/05/2023 | Review file; prepare for and attend intro meet and confer call with defense counsel                                                                                                                                                                                                                                                              | 0.50 | \$750.00 | \$375.00   |
| JH | 12/07/2023 | F/u correspondence with defense counsel re potential early mediation                                                                                                                                                                                                                                                                             | 0.40 | \$750.00 | \$300.00   |
| JH | 01/04/2024 | Review/analyze ISC Order; circulate and advise team                                                                                                                                                                                                                                                                                              | 0.30 | \$750.00 | \$225.00   |
| TM | 01/04/2024 | Reviewed Court's minute order; reviewed Court's initial status conference order.                                                                                                                                                                                                                                                                 | 0.30 | \$450.00 | \$135.00   |
| HD | 01/04/2024 | Receive and download Initial Status Conference Order and the Court's Minute Order. Upload and save to the electronic file. Prepare and send correspondence to handling attorneys and staff. Draft Proof of Service, Execute and finalize. Serve Initial Status Conference Order and the Court's Minute Order to Counsel for Defendant via email. | 0.50 | \$250.00 | \$125.00   |
| TM | 01/23/2024 | Reviewed and analyzed Defendant's Notice of Related Case.                                                                                                                                                                                                                                                                                        | 0.30 | \$450.00 | \$135.00   |
| JH | 01/23/2024 | Review/analyze Defendant's NOR; advise team re motion to remand; research re same                                                                                                                                                                                                                                                                | 1.00 | \$750.00 | \$750.00   |
| HD | 01/23/2024 | Draft Notice of Appearance for Attoreny's, Bhowmik, Herman, Puche and Moran.                                                                                                                                                                                                                                                                     | 1.00 | \$250.00 | \$250.00   |
| HD | 01/23/2024 | Finalize, process and file/serve Notice of Appearance for Attorneys Bhowmik, Herman, Puche and Moran with Central District Court via ECF.                                                                                                                                                                                                        | 0.50 | \$250.00 | \$125.00   |
| TM | 01/24/2024 | Reviewed and analyzed Defendant's Notice of Removal and supporting documents.                                                                                                                                                                                                                                                                    | 1.50 | \$450.00 | \$675.00   |
| JH | 01/25/2024 | Review/analyze defendant's answer                                                                                                                                                                                                                                                                                                                | 0.40 | \$750.00 | \$300.00   |
| KN | 01/27/2024 | Review Notice of removal and supporting documents; review answer; analysis of issues; memo to Team regarding removal issues and remand                                                                                                                                                                                                           | 1.50 | \$950.00 | \$1,425.00 |
| HD | 01/29/2024 | Draft shells for Motion to Remand, including Declaration ISO and Notice of Motion. Research Judge Wright II rules and law and motion hearing date schedule.                                                                                                                                                                                      | 1.00 | \$250.00 | \$250.00   |
| TM | 01/31/2024 | Email to OPC re 7-3 meet and confer requirement.                                                                                                                                                                                                                                                                                                 | 0.30 | \$450.00 | \$135.00   |
| TM | 02/01/2024 | Email to OPC re 7-3 meet and confer conference.                                                                                                                                                                                                                                                                                                  | 0.20 | \$450.00 | \$90.00    |

|    |            |                                                                                                                                                                                                                                     |      |          |            |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH | 02/01/2024 | Correspondence with defense counsel re LR 7-3 re motion to remand; advise TM                                                                                                                                                        | 0.40 | \$750.00 | \$300.00   |
| HD | 02/02/2024 | Review and download Court Order Re Removal to Federal Court. Upload and save Order to the electronic file and circulate to Team and staff for calendaring.                                                                          | 0.30 | \$250.00 | \$75.00    |
| TM | 02/06/2024 | Planned and prepared for meet and confer call re Plaintiff's Remand Motion; T/c with JH in preparation for meet and confer call re remand; Meet and confer call with OPC re Motion to Remand; Email to OPC re meet and confer call. | 1.70 | \$450.00 | \$765.00   |
| JH | 02/06/2024 | Discuss LR 7-3 meet and confer re remand with TM; advise                                                                                                                                                                            | 0.40 | \$750.00 | \$300.00   |
| TM | 02/12/2024 | Legal research re jurisdictional challenges to meet and confer with Defendant regarding Plaintiff's remand motion.                                                                                                                  | 0.80 | \$450.00 | \$360.00   |
| JH | 02/13/2024 | Advise TM re authority for meet and confer with defense counsel                                                                                                                                                                     | 0.50 | \$750.00 | \$375.00   |
| TM | 02/13/2024 | Email to and from OPC meeting and conferring re Plaintiffs motion to remand.                                                                                                                                                        | 0.40 | \$450.00 | \$180.00   |
| TM | 02/13/2024 | Began drafting Plaintiff's Motion for Remand; Reviewed and analyzed Defendant's removal in order to draft Remand.                                                                                                                   | 2.50 | \$450.00 | \$1,125.00 |
| TM | 02/14/2024 | Email to and from OPC re Stipulation re Motion to Remand Briefing schedule; reviewed proposed stipulation and proposed order.                                                                                                       | 0.80 | \$450.00 | \$360.00   |
| JH | 02/14/2024 | Review stip re remand briefing schedule; advise TM                                                                                                                                                                                  | 0.40 | \$750.00 | \$300.00   |
| RE | 02/14/2024 | Draft PAGA only compliant w/individual claims; email to ND re individual claims/PAGA-only draft                                                                                                                                     | 3.80 | \$675.00 | \$2,565.00 |
| RE | 02/14/2024 | Draft summons & civil case cover sheet re PAGA action                                                                                                                                                                               | 0.50 | \$675.00 | \$337.50   |
| RE | 02/14/2024 | Finalize PAGA complaint; review & finalize PAGA complaint package; file in SC Sup. Ct.                                                                                                                                              | 0.50 | \$675.00 | \$337.50   |
| RE | 02/14/2024 | Provide notice to LWDA of PAGA action filing                                                                                                                                                                                        | 0.40 | \$675.00 | \$270.00   |
| RE | 02/14/2024 | Review court returned docs re PAGA action; review docket; memo to firm judicial/departement assignment and status of initial case management conference                                                                             | 0.50 | \$675.00 | \$337.50   |
| KN | 02/14/2024 | Review draft PAGA complaint; provide input on allegations and claims                                                                                                                                                                | 0.50 | \$950.00 | \$475.00   |
| TM | 02/15/2024 | Continued drafting Plaintiff's Motion for Remand;                                                                                                                                                                                   | 4.00 | \$450.00 | \$1,800.00 |

|                                                                           |            |                                                                                                                                                                                       |      |          |            |
|---------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Legal research re supportive Central District case law ISO Remand motion. |            |                                                                                                                                                                                       |      |          |            |
| HD                                                                        | 02/15/2024 | Review filed Paga complaint. Add case to Master Case Sheet. Register to track the case via Lexis-Court Link.                                                                          | 0.30 | \$250.00 | \$75.00    |
| JH                                                                        | 02/15/2024 | Further review NOR; review/revise motion to remand; advise TM                                                                                                                         | 1.00 | \$750.00 | \$750.00   |
| KN                                                                        | 02/15/2024 | Review draft motion for remand; analysis of issues and legal arguments; advise Team                                                                                                   | 1.00 | \$950.00 | \$950.00   |
| TM                                                                        | 02/16/2024 | Revised and finalized Motion for Remand;                                                                                                                                              | 0.30 | \$450.00 | \$135.00   |
| TM                                                                        | 02/16/2024 | Drafted Declaration of TGM, Notice of Motion, and Proposed Order ISO Plaintiff's Remand.                                                                                              | 0.80 | \$450.00 | \$360.00   |
| HD                                                                        | 02/16/2024 | Draft Table of Contents and Table of Authorities for Plaintiff's Motion to Remand to State Court                                                                                      | 1.50 | \$250.00 | \$375.00   |
| HD                                                                        | 02/16/2024 | Process and submit Plaintiff's Motion to Remand to State Court for filing and service via ECF. Upload word document Proposed Order via email to chambers.                             | 0.50 | \$250.00 | \$125.00   |
| TM                                                                        | 02/16/2024 | Revised finalized and signed Plaintiff's motion for remand and supporting documents; advised HD re filing.                                                                            | 1.00 | \$450.00 | \$450.00   |
| KN                                                                        | 02/17/2024 | Review filed PAGA complaint; review court notices; review memo from RE                                                                                                                | 0.30 | \$950.00 | \$285.00   |
| TM                                                                        | 02/28/2024 | Reviewed Court's order deeming case complex and staying discovery.                                                                                                                    | 0.20 | \$450.00 | \$90.00    |
| JH                                                                        | 03/01/2024 | Review/analyze Defendant's Opposition to Mtn to Remand; advise TM re Reply                                                                                                            | 1.50 | \$750.00 | \$1,125.00 |
| TM                                                                        | 03/01/2024 | Reviewed and analyzed Defendant's Opposition to Remand.                                                                                                                               | 1.80 | \$450.00 | \$810.00   |
| KN                                                                        | 03/02/2024 | Review Def opposition to motion for remand; analysis of issues; provide input to Team for reply                                                                                       | 1.00 | \$950.00 | \$950.00   |
| TM                                                                        | 03/12/2024 | Drafted Plaintiff's Remand Reply Brief.                                                                                                                                               | 1.00 | \$450.00 | \$450.00   |
| TM                                                                        | 03/13/2024 | Email from OPC re service of PAGA matter.                                                                                                                                             | 0.20 | \$450.00 | \$90.00    |
| TM                                                                        | 03/13/2024 | Continued drafting Plaintiff's remand reply brief.                                                                                                                                    | 2.50 | \$450.00 | \$1,125.00 |
| TM                                                                        | 03/14/2024 | Continued drafting Plaintiff's Remand Reply brief; Revised Remand Reply brief.                                                                                                        | 3.20 | \$450.00 | \$1,440.00 |
| TM                                                                        | 03/15/2024 | Drafted and revised Objection to RJN; Reviewed JH revisions to Reply brief ISO Remand; Revised finalized and signed Remand Reply brief; advised HD re filing/service of Remand Reply. | 2.20 | \$450.00 | \$990.00   |

|    |            |                                                                                                                                                                             |      |          |            |
|----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH | 03/15/2024 | Further review/analyze Defendant's Mtn to Remand Opp and supporting docs; Review/revise draft Mtn to Remand Reply; advise TM                                                | 1.50 | \$750.00 | \$1,125.00 |
| HD | 03/15/2024 | Process and submit Reply Brief ISO Plaintiff's Motion for Remand and Objections To and Request To Strike Defendant's RFJN to Court for filing and service via ECF.          | 0.50 | \$250.00 | \$125.00   |
| KN | 03/15/2024 | Review draft Reply; advise Team                                                                                                                                             | 0.50 | \$950.00 | \$475.00   |
| TM | 03/26/2024 | Reviewed court notice re vacated hearing date for remand motion.                                                                                                            | 0.20 | \$450.00 | \$90.00    |
| RE | 04/22/2024 | File proof of service of summons re PAGA action w executed NAR; email to team re post service written discovery                                                             | 0.50 | \$675.00 | \$337.50   |
| JH | 04/30/2024 | Review file and federal docket; advise SP re discovery and rule 26f conference                                                                                              | 0.40 | \$750.00 | \$300.00   |
| JH | 05/02/2024 | Research issues re 26f conference while Mtn to Remand pending; advise SP                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| TM | 05/02/2024 | Reviewed and analyzed Defendant's Answer to Plaintiff's Complaint.                                                                                                          | 0.80 | \$450.00 | \$360.00   |
| JH | 05/07/2024 | Review/analyze Initial Scheduling Order; circulate and advise team; discuss Rule 26f conf with SP                                                                           | 0.50 | \$750.00 | \$375.00   |
| TM | 05/07/2024 | Reviewed Court's order setting ISC and ADR deadlines.                                                                                                                       | 0.30 | \$450.00 | \$135.00   |
| TM | 05/08/2024 | Reviewed and analyzed Defendant's notice of removal of PAGA action.                                                                                                         | 1.20 | \$450.00 | \$540.00   |
| JH | 05/08/2024 | Review/analyze Defendant' Removal of PAGA; access NOR claims; research for Remand; advise team                                                                              | 1.00 | \$750.00 | \$750.00   |
| HD | 05/08/2024 | Research and review General Order 71. Email correspondence to handling attorneys regarding application to this case.                                                        | 0.20 | \$250.00 | \$50.00    |
| HD | 05/08/2024 | Draft Notice of Appearances for Attorney Bhowmik, Herman, Puche and Moran. Process and file/serve via ECF.                                                                  | 1.00 | \$250.00 | \$250.00   |
| HD | 05/09/2024 | Prepare and complete the Declination to Magistrate Judge Jurisdiction form. Forward to Attorney Herman for review.                                                          | 0.50 | \$250.00 | \$125.00   |
| HD | 05/09/2024 | Research and review Judge's rules and procedures regarding Law and Motion hearings. Prepare shell for Notice of Motion for Remand and Motion for Remand and Proposed Order. | 1.00 | \$250.00 | \$250.00   |
| JH | 05/09/2024 | Prepare/revise declination of magistrate jx; advise                                                                                                                         | 0.20 | \$750.00 | \$150.00   |

| team |            |                                                                                                                                                                                                                              |      |          |            |
|------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM   | 05/10/2024 | Reviewed Court's order reassigning case.                                                                                                                                                                                     | 0.20 | \$450.00 | \$90.00    |
| TM   | 05/10/2024 | Reviewed clerk's notice resetting CMC following reassignment.                                                                                                                                                                | 0.20 | \$450.00 | \$90.00    |
| KN   | 05/11/2024 | Review notice of removal of PAGA action and supporting documents; analysis of issue; review legal research on PAGA removal; provide input to Team as to removal issues and arguments                                         | 1.30 | \$950.00 | \$1,235.00 |
| JH   | 05/13/2024 | Review order of reassignment; research judicial assignment                                                                                                                                                                   | 0.30 | \$750.00 | \$225.00   |
| JH   | 05/17/2024 | Discuss ADR cert with client and OPC; complete certification                                                                                                                                                                 | 0.40 | \$750.00 | \$300.00   |
| TM   | 05/23/2024 | Reviewed file and pertinent documents to draft Motion to Remand; Legal research re Motion to Remand.                                                                                                                         | 1.20 | \$450.00 | \$540.00   |
| JH   | 05/28/2024 | Review CMO; discuss with SP and advise; review Defendant's proposed revisions to joint report                                                                                                                                | 0.30 | \$750.00 | \$225.00   |
| SP   | 05/28/2024 | Reviewed orders and local rules. Corresponded with Opp. Counsel re PAGA Status Conference Report.                                                                                                                            | 0.80 | \$675.00 | \$540.00   |
| SP   | 05/31/2024 | Reviewed stipulation, discussed with JSH. Reviewed further revised stipulation. Reviewed Court Orders. Discussed internally with team. Reviewed additional declaration and communicated with Counsel re approval for filing. | 1.50 | \$675.00 | \$1,012.50 |
| TM   | 06/02/2024 | Reviewed Court's notice continuing CMC.                                                                                                                                                                                      | 0.20 | \$450.00 | \$90.00    |
| TM   | 06/03/2024 | Legal research in order to draft Plaintiff's Motion to Remand Case to State Court; Drafted Plaintiff's Motion to Remand Case to State Court.                                                                                 | 6.30 | \$450.00 | \$2,835.00 |
| HD   | 06/03/2024 | Research and review Local Federal Rules and Judge's rules and procedures regarding Law and Motion, Hearings, etc. Email correspondence to the clerk to obtain a hearing date for the Motion to Remand in the Paga matter.    | 0.50 | \$250.00 | \$125.00   |
| JH   | 06/04/2024 | Review/revise draft discovery requests; advise SP; review order granting stip. and circulate                                                                                                                                 | 1.00 | \$750.00 | \$750.00   |
| TM   | 06/04/2024 | Reviewed court order granting stipulation to vacate CMC.                                                                                                                                                                     | 0.20 | \$450.00 | \$90.00    |
| JH   | 06/04/2024 | Review/revise Mtn to Remand in PAGA Action; research re diversity jx; advise TM; review further revised motion                                                                                                               | 2.00 | \$750.00 | \$1,500.00 |
| TM   | 06/04/2024 | Revised Motion to Remand.                                                                                                                                                                                                    | 2.50 | \$450.00 | \$1,125.00 |

|    |            |                                                                                                                                                                                                                                                                                         |      |          |            |
|----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| SP | 06/04/2024 | Reveiwed pleadings, case notes, orders and correspondence. Reviewed, revised and finalized SROGS, RFA, RFP, Deposition Notice and Belaire West. Arranged for service.                                                                                                                   | 2.30 | \$675.00 | \$1,552.50 |
| HD | 06/04/2024 | Review and assess Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service. (Federal Court) | 1.50 | \$250.00 | \$375.00   |
| HD | 06/04/2024 | Draft Belaire Notice to include as an Exhibit to Interrogatories, Set One.                                                                                                                                                                                                              | 0.50 | \$250.00 | \$125.00   |
| HD | 06/04/2024 | Execute and finalize Proof of Service. Serve Plaintiff's Written discovery via email.                                                                                                                                                                                                   | 0.50 | \$250.00 | \$125.00   |
| HD | 06/04/2024 | Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for August 21, 2024.                                                                                                                                                                  | 0.30 | \$250.00 | \$75.00    |
| KN | 06/04/2024 | Review research from Team; review draft motion for remand; advise Team                                                                                                                                                                                                                  | 1.00 | \$950.00 | \$950.00   |
| TM | 06/05/2024 | Revised and finalized Plaintiff's Motion to Remand; Drafted Proposed Order ISO Motion to Remand; advised HD re filing/service of Motion to Remand.                                                                                                                                      | 1.50 | \$450.00 | \$675.00   |
| TM | 06/05/2024 | Reviewed and analyzed Defendant's SROGS and RFP Set One to Plaintiff.                                                                                                                                                                                                                   | 0.60 | \$450.00 | \$270.00   |
| TM | 06/05/2024 | Email to client re case status and Plaintiff's responses to Defendant's discovery requests.                                                                                                                                                                                             | 0.20 | \$450.00 | \$90.00    |
| HD | 06/05/2024 | Prepare Table of Contents and Table of Authorities for Plaintiff's Motion to Remand in the Paga matter.                                                                                                                                                                                 | 1.00 | \$250.00 | \$250.00   |
| HD | 06/05/2024 | File/Serve Motion to Remand in the Paga matter. Prepared and submit the Proposed Order in word format to Chamber via email. Chambers copies have been uploaded with instructions for delivery with Knox Attorney Service.                                                               | 0.50 | \$250.00 | \$125.00   |
| TM | 06/07/2024 | Reviewed Defendant's Notice of Pendency of Other Proceeding.                                                                                                                                                                                                                            | 0.30 | \$450.00 | \$135.00   |
| TM | 06/07/2024 | Emails to and from client re Plaintiff's discovery responses.                                                                                                                                                                                                                           | 0.60 | \$450.00 | \$270.00   |
| TM | 06/10/2024 | Planned and prepared for upcoming call with client re Plaintiff's discovery responses; Telephone call with client re case status of discovery responses.                                                                                                                                | 1.40 | \$450.00 | \$630.00   |

|    |            |                                                                                                                                                                         |      |          |            |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| HD | 06/11/2024 | Draft shell for Plaintiff's Responses to Defendant's Request For Production, Set One. Forward to Attorney Moran for completion.                                         | 1.00 | \$250.00 | \$250.00   |
| HD | 06/11/2024 | Draft shell for Plaintiff's Responses to Defendant's Interrogatories, Set One. Forward to Attorney Moran for completion.                                                | 1.00 | \$250.00 | \$250.00   |
| TM | 06/19/2024 | Reviewed Defendant's Opposition to Motion to Remand; Began drafting Reply to Opposition.                                                                                | 1.80 | \$450.00 | \$810.00   |
| JH | 06/19/2024 | Review/analyze Defendant's Motion to Remand Opposition; advise TM re reply                                                                                              | 1.00 | \$750.00 | \$750.00   |
| TM | 06/20/2024 | Continued drafting Plaintiff's Reply brief ISO Remand.                                                                                                                  | 1.00 | \$450.00 | \$450.00   |
| KN | 06/22/2024 | Review Opposition to remand; analysis of issues; advise; review current draft of reply; Team regarding reply and arguments;                                             | 1.00 | \$950.00 | \$950.00   |
| TM | 06/24/2024 | Continued drafting Plaintiff's Reply ISO Remand.                                                                                                                        | 1.10 | \$450.00 | \$495.00   |
| TM | 06/25/2024 | Continued drafting Plaintiff's Reply ISO Remand.                                                                                                                        | 3.10 | \$450.00 | \$1,395.00 |
| TM | 06/26/2024 | Revised and finalized Plaintiff's Reply ISO Remand; advised HD re filing/service of motion; drafted Plaintiff's objection to Defendant's RJN.                           | 1.20 | \$450.00 | \$540.00   |
| JH | 06/26/2024 | Review/revise draft Mtn to Remand Reply; advise TM                                                                                                                      | 1.00 | \$750.00 | \$750.00   |
| HD | 06/26/2024 | Process, filed and serve Plaintiff's Reply to Defendant's Opposition to Motion to Remand via ECF and coordinate delivery of chambers copies with Knox Attorney Service. | 0.50 | \$250.00 | \$125.00   |
| TM | 06/26/2024 | Drafted Plaintiff's initial disclosures.                                                                                                                                | 0.80 | \$450.00 | \$360.00   |
| TM | 06/27/2024 | Reviewed and analyzed Defendant's Motion to Transfer Venue.                                                                                                             | 1.30 | \$450.00 | \$585.00   |
| JH | 06/27/2024 | Begin review and analysis of Defendant's Mtn to Transfer                                                                                                                | 0.60 | \$750.00 | \$450.00   |
| JH | 06/28/2024 | Research in opposition to Defendant's motion to transfer                                                                                                                | 1.00 | \$750.00 | \$750.00   |
| JH | 06/28/2024 | Call clerk re Mtn to Transfer briefing schedule; advise team                                                                                                            | 0.40 | \$750.00 | \$300.00   |
| TM | 07/01/2024 | Revised, finalized, and signed Plaintiff's initial disclosures; advised HD re service.                                                                                  | 0.50 | \$450.00 | \$225.00   |
| JH | 07/01/2024 | F/u corresp with defense counsel re discovery; review/revise draft initial disclosures and advise TM                                                                    | 0.40 | \$750.00 | \$300.00   |

|    |            |                                                                                                                                              |      |          |            |
|----|------------|----------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH | 07/01/2024 | Review Defendant's initial disclosures; circulate and update file                                                                            | 0.40 | \$750.00 | \$300.00   |
| TM | 07/02/2024 | Reviewed and analyzed Defendant's Initial Disclosures.                                                                                       | 0.40 | \$450.00 | \$180.00   |
| JH | 07/02/2024 | Review/analyze Defendant's initial disclosures per rule 26                                                                                   | 0.40 | \$750.00 | \$300.00   |
| TM | 07/03/2024 | Reviewed and analyzed the Court's denial of Remand Motion.                                                                                   | 0.40 | \$450.00 | \$180.00   |
| JH | 07/03/2024 | Review/analyze Mtn to Remand Order; circulate and advise team                                                                                | 0.70 | \$750.00 | \$525.00   |
| HD | 07/03/2024 | Prepare shell for the Opposition to Defendant's Motion to Transfer (Paga matter) including Declarations ISO                                  | 0.50 | \$250.00 | \$125.00   |
| TM | 07/12/2024 | Began drafting Plaintiff's Opposition to Defendant's Motion to Transfer.                                                                     | 0.80 | \$450.00 | \$360.00   |
| TM | 07/16/2024 | Drafted MDR Certification; Drafted Plaintiff's Opposition to Motion to Transfer; Legal research ISO Opposition to Motion to Transfer.        | 2.50 | \$450.00 | \$1,125.00 |
| TM | 07/16/2024 | Continued drafting Plaintiff's Opposition to Motion to Transfer/Stay.                                                                        | 5.00 | \$450.00 | \$2,250.00 |
| JH | 07/17/2024 | Review/draft/revise motion to transfer opposition; advise TM                                                                                 | 1.50 | \$750.00 | \$1,125.00 |
| TM | 07/17/2024 | Reviewed Defendant's status report re removal.                                                                                               | 0.30 | \$450.00 | \$135.00   |
| KN | 07/17/2024 | Review Def motion to transfer; review draft opposition; provide input to Team                                                                | 1.00 | \$950.00 | \$950.00   |
| TM | 07/18/2024 | Revised and finalized Plaintiff's Opposition to Motion for Transfer.                                                                         | 1.00 | \$450.00 | \$450.00   |
| HD | 07/18/2024 | Prepare Table of Content and Table off Authorities for Plaintiff's Opposition to Defendant's Motion to Transfer.                             | 1.00 | \$250.00 | \$250.00   |
| TM | 07/23/2024 | Drafted statement re status of removal.                                                                                                      | 0.40 | \$450.00 | \$180.00   |
| TM | 07/24/2024 | Reviewed Courts order re status of removal.                                                                                                  | 0.20 | \$450.00 | \$90.00    |
| JH | 07/29/2024 | Additional research re related matter; advise AJB                                                                                            | 0.50 | \$750.00 | \$375.00   |
| TM | 07/30/2024 | Reviewed Court's notice continuing motion hearing.                                                                                           | 0.20 | \$450.00 | \$90.00    |
| SP | 07/30/2024 | Reviewed Court Served Notice of continued hearing on Motion for Remand and Motion to Transfer. Ensured notice was saved and date calendared. | 0.40 | \$675.00 | \$270.00   |

|    |            |                                                                                                                                                                                       |      |          |            |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH | 07/31/2024 | Review/analyze minute order; circulate and advise team                                                                                                                                | 0.30 | \$750.00 | \$225.00   |
| JH | 08/02/2024 | Correspondence with counsel in related matter                                                                                                                                         | 0.30 | \$750.00 | \$225.00   |
| TM | 08/07/2024 | Drafted Plaintiff's responses to Defendant's RFP, Set 1; reviewed Plaintiff's documents and exhibit book to respond to RFP; Drafted Plaintiff's responses to Defendant's SROG, Set 1. | 2.80 | \$450.00 | \$1,260.00 |
| JH | 08/08/2024 | Review/revise draft discovery responses; advise TM                                                                                                                                    | 1.00 | \$750.00 | \$750.00   |
| TM | 08/08/2024 | Reviewed JH revisions to Plaintiff's discovery response; revised Plaintiff's discovery responses; email to client re discovery responses.                                             | 1.00 | \$450.00 | \$450.00   |
| JH | 08/08/2024 | Review/analyze Mtn to Transfer Reply                                                                                                                                                  | 0.70 | \$750.00 | \$525.00   |
| TM | 08/08/2024 | Reviewed and analyzed Defendant's Reply brief ISO Motion to Transfer.                                                                                                                 | 1.00 | \$450.00 | \$450.00   |
| TM | 08/09/2024 | Email from client re discovery verifications.                                                                                                                                         | 0.20 | \$450.00 | \$90.00    |
| TM | 08/09/2024 | Finalized and signed Plaintiff's Responses to Defendant's RFP and SROG Set 1; Advised HD re service; Email to client re verifications.                                                | 1.00 | \$450.00 | \$450.00   |
| JH | 08/09/2024 | Review/analyze Defendant's doc production                                                                                                                                             | 1.50 | \$750.00 | \$1,125.00 |
| HD | 08/12/2024 | Execute and finalize Proof of Service. Serve Plaintiff's verification re Responses to Request For Production and Responses to Interrogatories.                                        | 0.30 | \$250.00 | \$75.00    |
| JH | 08/13/2024 | Review/analyze Defendant's additional doc production                                                                                                                                  | 0.70 | \$750.00 | \$525.00   |
| TM | 08/13/2024 | Reviewed Defendant's document production; updated exhibit book.                                                                                                                       | 1.00 | \$450.00 | \$450.00   |
| TM | 08/13/2024 | Reviewed Defendant's notice of appearance.                                                                                                                                            | 0.10 | \$450.00 | \$45.00    |
| TM | 08/14/2024 | Email to OPC re PMK deposition.                                                                                                                                                       | 0.20 | \$450.00 | \$90.00    |
| TM | 08/15/2024 | Reviewed Defendant's meet and confer email; advised HD re PMK deposition.                                                                                                             | 0.40 | \$450.00 | \$180.00   |
| JH | 08/15/2024 | Review obj to Plaintiffs PMK Depo Notice; circulate and advise team                                                                                                                   | 0.30 | \$750.00 | \$225.00   |
| TM | 08/15/2024 | Reviewed and analyzed Defendant's Objections and responses to Notice of Deposition.                                                                                                   | 0.40 | \$450.00 | \$180.00   |
| HD | 08/16/2024 | Verify with attorney that the Deposition on 08/21/2024 is no longer going forward. Cancel the Court Reporter for the 08/21/2024 scheduled Depo via Aptus Client Portal.               | 0.20 | \$250.00 | \$50.00    |

|    |            |                                                                                                                                                                                                                             |      |          |            |
|----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| HD | 08/16/2024 | Receive and review email correspondence from opposing counsel. Edit and update service list/ POS.                                                                                                                           | 0.20 | \$250.00 | \$50.00    |
| TM | 08/19/2024 | Reviewed Court's notice continuing motion hearings.                                                                                                                                                                         | 0.20 | \$450.00 | \$90.00    |
| JH | 08/20/2024 | Review order of reassignment; research new judicial assignment; circulate and confer with calendar                                                                                                                          | 0.30 | \$750.00 | \$225.00   |
| TM | 08/20/2024 | Reviewed Court's Order reassigning case.                                                                                                                                                                                    | 0.20 | \$450.00 | \$90.00    |
| TM | 08/26/2024 | Email to and from OPC re motion to remand/ transfer.                                                                                                                                                                        | 0.40 | \$450.00 | \$180.00   |
| JH | 08/27/2024 | Discuss Mtn to Remand/Mtn to Transfer with TM; advise                                                                                                                                                                       | 0.40 | \$750.00 | \$300.00   |
| JH | 08/27/2024 | Discuss with AJB re related matter; advise                                                                                                                                                                                  | 0.40 | \$750.00 | \$300.00   |
| HD | 08/27/2024 | Draft Amended Notice of Motion for Remand to State Court. Forward to attorney Moran for review and finalization.                                                                                                            | 0.50 | \$250.00 | \$125.00   |
| JH | 09/03/2024 | Review/revised joint report re re-noticing motions in light of judicial reassignment                                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| TM | 09/03/2024 | Email to and form OPC re amended notice and joint status report; reviewed draft of joint status report and amended notice.                                                                                                  | 0.60 | \$450.00 | \$270.00   |
| TM | 09/04/2024 | Email to and from the Court re remand and motion to transfer.                                                                                                                                                               | 0.40 | \$450.00 | \$180.00   |
| HD | 09/06/2024 | Research and review Judge Eumi K. Lee Rules and Procedures. Research and review magistrate Judge Susan van Keulen – Standing Order re Discovery. Email correspondence to Attorney Moran regarding the information obtained. | 0.30 | \$250.00 | \$75.00    |
| TM | 09/16/2024 | Telephone call to OPC re joint CMC Statement; email from OPC re joint CMC Statement.                                                                                                                                        | 0.40 | \$450.00 | \$180.00   |
| SP | 10/02/2024 | Reviewed calendar, docket and correspondence for upcoming deadline/appearance and advised team.                                                                                                                             | 0.20 | \$675.00 | \$135.00   |
| JH | 10/08/2024 | Discuss with AJB re discovery and class cert.                                                                                                                                                                               | 0.60 | \$750.00 | \$450.00   |
| TM | 10/10/2024 | Drafted meet and confer letter to Defendant re discovery; Reviewed docket and court local and chamber rules re certification; discussed case status with team.                                                              | 2.50 | \$450.00 | \$1,125.00 |
| JH | 10/10/2024 | Review/revise draft meet and confer letter; advise TM                                                                                                                                                                       | 0.40 | \$750.00 | \$300.00   |

|    |            |                                                                                                                                                                                           |      |          |            |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM | 10/11/2024 | Revised meet and confer letter to Defendant re class certification and discovery;                                                                                                         | 0.80 | \$450.00 | \$360.00   |
| TM | 10/15/2024 | Emails to and from OPC re motion for class certification meet and confer.                                                                                                                 | 0.60 | \$450.00 | \$270.00   |
| TM | 10/15/2024 | Legal research re applicable local rules re class cert and discovery motions; email to OPC re meet and confer.                                                                            | 0.60 | \$450.00 | \$270.00   |
| TM | 10/21/2024 | Planned and prepared for meet and confer with OPC re Class Certification and Defendant's discovery responses; meet and confer with OPC; email to OPC re meet and confer.                  | 3.00 | \$450.00 | \$1,350.00 |
| JH | 10/21/2024 | Discuss with TM re LR 7-3 meet and confer re class cert and LR 37-1 meet and confer re discovery; advise                                                                                  | 0.50 | \$750.00 | \$375.00   |
| JH | 10/31/2024 | Discuss discovery with AJB; advise TM re MTC                                                                                                                                              | 0.30 | \$750.00 | \$225.00   |
| TM | 11/04/2024 | Reviewed and analyzed Court's Order re Remand.                                                                                                                                            | 0.40 | \$450.00 | \$180.00   |
| TM | 11/04/2024 | Reviewed Court's order granting Motion to Transfer.                                                                                                                                       | 0.40 | \$450.00 | \$180.00   |
| JH | 11/04/2024 | Review/analyze order on Mtn to Remand and Mtn to Transfer; circulate and advise TM                                                                                                        | 1.00 | \$750.00 | \$750.00   |
| KN | 11/09/2024 | Review Order; analysis of issues and next steps; memo to Team                                                                                                                             | 0.30 | \$950.00 | \$285.00   |
| TM | 11/14/2024 | Reviewed Court's notice of transfer order and docket retrieval.                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| JH | 11/14/2024 | Review multiple orders following transfer of venue; circulate and advise team                                                                                                             | 0.50 | \$750.00 | \$375.00   |
| JH | 11/15/2024 | Research magistrate judicial assignment; discuss with AJB re consent to magistrate jx.; advise team                                                                                       | 0.40 | \$750.00 | \$300.00   |
| TM | 11/21/2024 | Review file; drafted LR 37-2 Joint Stipulation re Plaintiff's Motion to Compel Further Responses to RFA, RFP and SROGS, set one.                                                          | 6.50 | \$450.00 | \$2,925.00 |
| JH | 11/22/2024 | Review/revise draft LR37-2 Jt Stip re discovery in dispute; advise TM; review Defendant's response                                                                                        | 1.00 | \$750.00 | \$750.00   |
| TM | 11/22/2024 | Email to and from OPC re meet and confer.                                                                                                                                                 | 0.40 | \$450.00 | \$180.00   |
| TM | 11/25/2024 | Planned and prepared for upcoming meet and confer call with OPC re discovery disputes; conducted meet and confer call with OPC; drafted meet and confer letter to OPC re meet and confer. | 2.80 | \$450.00 | \$1,260.00 |
| SP | 11/25/2024 | Discussed Data, Belaire west and mediation data                                                                                                                                           | 0.50 | \$675.00 | \$337.50   |

|    |            |                                                                                                                                                                     |      |          |          |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
|    |            | with TM. Legal research re: Mediation data sampling                                                                                                                 |      |          |          |
| JH | 11/25/2024 | Review/analyze file; discuss with TM and advise for meet and confer and LR37-2 joint stip re discovery dispute                                                      | 0.50 | \$750.00 | \$375.00 |
| TM | 11/25/2024 | Email to and from OPC re discovery meet and confer.                                                                                                                 | 0.40 | \$450.00 | \$180.00 |
| JH | 11/25/2024 | Discuss with AJB re discovery and MTC; advise TM                                                                                                                    | 0.40 | \$750.00 | \$300.00 |
| JH | 11/29/2024 | Review/analyze Defendant's supplemental doc/ data production                                                                                                        | 1.00 | \$750.00 | \$750.00 |
| JH | 11/29/2024 | Review Defendant's proposed revisions to joint statement                                                                                                            | 0.40 | \$750.00 | \$300.00 |
| TM | 12/06/2024 | Reviewed and revised Defendant's proposed protective order; Reviewed and created exhibit book for Defendant's document production.                                  | 0.50 | \$450.00 | \$225.00 |
| TM | 12/06/2024 | Reviewed and analyzed Defendant's meet and confer letter regarding discovery disputes; discussed with team.                                                         | 0.40 | \$450.00 | \$180.00 |
| TM | 12/06/2024 | Discussed case status with team; drafted meet and confer response to OPC.                                                                                           | 0.60 | \$450.00 | \$270.00 |
| TM | 12/10/2024 | Reviewed meet and confer email from OPC re discovery; discussed with team; email to OPC re meet and confer re discovery; email to client re Plaintiff's deposition. | 0.70 | \$450.00 | \$315.00 |
| JH | 12/10/2024 | Discuss with TM re class list dispute; advise AJB                                                                                                                   | 0.30 | \$750.00 | \$225.00 |
| TM | 12/12/2024 | Email from OCP re status of discovery.                                                                                                                              | 0.20 | \$450.00 | \$90.00  |
| TM | 12/16/2024 | Email to and from client re deposition.                                                                                                                             | 0.40 | \$450.00 | \$180.00 |
| TM | 12/19/2024 | Email to and from OPC re Joint Statement.                                                                                                                           | 0.40 | \$450.00 | \$180.00 |
| JH | 01/08/2025 | Discuss matter with AJB; advise TM re discovery dispute                                                                                                             | 0.50 | \$750.00 | \$375.00 |
| TM | 01/10/2025 | Email to and from client re case status and deposition.                                                                                                             | 0.40 | \$450.00 | \$180.00 |
| HD | 01/14/2025 | Draft Stipulation to Produce Supplemental Responses and forward to attorney Moran for review and finalization.                                                      | 1.00 | \$250.00 | \$250.00 |
| TM | 01/15/2025 | Email to and from OPC re ongoing discovery and deposition schedule; discussed discovery with team.                                                                  | 0.50 | \$450.00 | \$225.00 |
| SP | 01/15/2025 | Reviewed case docket, calendar, discovery and                                                                                                                       | 0.50 | \$675.00 | \$337.50 |

|    |            |                                                                                                                                                                                                     |      |          |            |
|----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | documents and reviewed pleadings and case notes. Discussed upcoming deposition with JSH.                                                                                                            |      |          |            |
| TM | 01/16/2025 | Email to and from OPC re discovery disputes and depositions.                                                                                                                                        | 0.40 | \$450.00 | \$180.00   |
| TM | 01/17/2025 | Email to and from OPC re deposition and discovery.                                                                                                                                                  | 0.40 | \$450.00 | \$180.00   |
| JH | 01/18/2025 | Review/analyze Defendant's suppl. doc/data production; advise TM                                                                                                                                    | 1.50 | \$750.00 | \$1,125.00 |
| TM | 01/28/2025 | Reviewed and analyzed Defendant's supplemental responses and document production; updated flow chart; advised team.                                                                                 | 2.00 | \$450.00 | \$900.00   |
| JH | 01/28/2025 | Discuss with TM re discovery responses and next steps; advise; discuss with AJB re same and joint stip re discovery dispute                                                                         | 1.50 | \$750.00 | \$1,125.00 |
| SP | 01/31/2025 | Reveiwed and analyzed correspondence. Discussed with team. Sent contact letter to client.                                                                                                           | 0.40 | \$675.00 | \$270.00   |
| JH | 01/31/2025 | Review/analyze Defendant's proposed revisions to Belaire notice; further revised and circulate to Defendant for review                                                                              | 0.80 | \$750.00 | \$600.00   |
| HD | 01/31/2025 | Execute and finalize Proof of Service. Serve Second Amended Notice of Deposition of Defendant JetBlue Airways Corporation via email. Coordinate and reserve Court Reporter via Aptus client portal. | 0.50 | \$250.00 | \$125.00   |
| JH | 02/05/2025 | Review file; call with defense counsel re mediation                                                                                                                                                 | 0.50 | \$750.00 | \$375.00   |
| JH | 02/06/2025 | Review order setting scheduling conference; circulate and advise team                                                                                                                               | 0.30 | \$750.00 | \$225.00   |
| JH | 02/06/2025 | Advise AJB re status of discovery and doc production                                                                                                                                                | 0.40 | \$750.00 | \$300.00   |
| JH | 02/13/2025 | Review/revise stips. to stay pending mediation; review/revise belaire notice; review Defendant's further revisions                                                                                  | 1.00 | \$750.00 | \$750.00   |
| JH | 02/14/2025 | Review finalized stips to stay pending mediation; advise defense counsel re readiness for filing                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| TM | 02/14/2025 | Email from OPC re case status and mediation.                                                                                                                                                        | 0.20 | \$450.00 | \$90.00    |
| TM | 02/15/2025 | Reviewed Court's order setting scheduling conference and standing orders.                                                                                                                           | 0.30 | \$450.00 | \$135.00   |
| KN | 02/15/2025 | Review status; review stip re mediation                                                                                                                                                             | 0.30 | \$950.00 | \$285.00   |
| TM | 02/18/2025 | Reviewed Court's order staying case.                                                                                                                                                                | 0.20 | \$450.00 | \$90.00    |

|     |            |                                                                                                                                                                                                                                                                                                      |      |          |            |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH  | 02/18/2025 | Review Order staying case; circulate and advise team                                                                                                                                                                                                                                                 | 0.20 | \$750.00 | \$150.00   |
| SP  | 02/19/2025 | Reviewed and analyzed Stipulation and Order filed and ensured it was calendared.                                                                                                                                                                                                                     | 0.40 | \$675.00 | \$270.00   |
| NDB | 03/20/2025 | Review and research related litigation and overlap. Draft and revise JPA. Send to Plaintiff for signature. Follow up for signature.                                                                                                                                                                  | 1.30 | \$850.00 | \$1,105.00 |
| JH  | 04/18/2025 | Discuss with SP re call with defense counsel re mediation doc/data requests                                                                                                                                                                                                                          | 0.40 | \$750.00 | \$300.00   |
| NDB | 04/25/2025 | Review court docket and case file. Analyze discovery produced to date. Review and research minimum wage and 226 wage statement claims. Prepare for mediation.                                                                                                                                        | 3.80 | \$850.00 | \$3,230.00 |
| NDB | 04/28/2025 | Review and research Plaintiff's individual claims. Analysis of damages and review settlement authority. Review right to sue and complaint facts.                                                                                                                                                     | 1.90 | \$850.00 | \$1,615.00 |
| NDB | 05/07/2025 | Review previous settlements with similar claims for mediation valuation. Analyze previous mediation briefs. Review case demographics and Defendant's written wage and hour policy documents. Review time stamp data for rounding and minimum wage violations. legal research. Prepare for mediation. | 2.90 | \$850.00 | \$2,465.00 |
| JH  | 05/09/2025 | Review file; discuss with SP re claim for mediation and supporting docs; advise                                                                                                                                                                                                                      | 0.50 | \$750.00 | \$375.00   |
| JH  | 05/12/2025 | Review/analyze Defendant's mediation doc/data production                                                                                                                                                                                                                                             | 1.00 | \$750.00 | \$750.00   |
| NDB | 05/12/2025 | Review and revise mediation brief.                                                                                                                                                                                                                                                                   | 2.90 | \$850.00 | \$2,465.00 |
| TM  | 05/14/2025 | Email to and from expert re mediation data.                                                                                                                                                                                                                                                          | 0.40 | \$450.00 | \$180.00   |
| SB  | 05/14/2025 | Speak with client in advance of mediation, analyze claims, advise AJB                                                                                                                                                                                                                                | 2.60 | \$450.00 | \$1,170.00 |
| TM  | 05/15/2025 | Review file; reviewed Expert's analysis; revised mediation brief; discussed expert data and mediation with team.                                                                                                                                                                                     | 1.00 | \$450.00 | \$450.00   |
| JH  | 05/15/2025 | Review/analyze related matters and scope or prior releases; advise expert re same and scope of claims/theories; revise mediation brief                                                                                                                                                               | 2.50 | \$750.00 | \$1,875.00 |
| KN  | 05/15/2025 | Review research and document analysis from Team; review draft mediation brief; review expert valuation; advise Team and AB                                                                                                                                                                           | 2.00 | \$950.00 | \$1,900.00 |
| AB  | 05/16/2025 | Finalize and file med brief. Prep for and have call w/ cocounsel re mediation.                                                                                                                                                                                                                       | 8.00 | \$895.00 | \$7,160.00 |

|    |            |                                                                                                                                                                      |      |          |            |
|----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| SB | 05/16/2025 | Calculate individual damages, add to case notes, advise AJB                                                                                                          | 2.80 | \$450.00 | \$1,260.00 |
| JH | 05/20/2025 | Review/analyze suppl. mediation data production; discuss w SP; review mediation expert analysis                                                                      | 0.90 | \$750.00 | \$675.00   |
| HD | 05/20/2025 | Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.           | 0.20 | \$250.00 | \$50.00    |
| SB | 05/20/2025 | Prepare for mediation, review and analyze mediation brief, advise AJB                                                                                                | 2.80 | \$450.00 | \$1,260.00 |
| JH | 05/21/2025 | Further review/analyze mediation expert analysis                                                                                                                     | 0.40 | \$750.00 | \$300.00   |
| SP | 05/21/2025 | Reviewed and analyzed correspondence and documents. Advised AJB re Mediation.                                                                                        | 1.10 | \$675.00 | \$742.50   |
| AB | 05/21/2025 | Prep and appear for mediation.                                                                                                                                       | 8.00 | \$895.00 | \$7,160.00 |
| AB | 05/23/2025 | Finalize and file mediation brief.                                                                                                                                   | 5.00 | \$895.00 | \$4,475.00 |
| AB | 05/29/2025 | Review/analyze/respond to corr from mediator re: MOU term - after first discussing w/ partner / reviewing case file.                                                 | 3.00 | \$895.00 | \$2,685.00 |
| KN | 05/29/2025 | Review results of mediation; review mediator correspondence; review draft MOU; discuss with AB.                                                                      | 1.00 | \$950.00 | \$950.00   |
| JH | 05/30/2025 | Review mediator's proposed; discuss with AJB                                                                                                                         | 0.30 | \$750.00 | \$225.00   |
| SP | 05/30/2025 | Reviewed and analyzed Mediator's proposal. Discussed with team.                                                                                                      | 0.60 | \$675.00 | \$405.00   |
| AB | 05/30/2025 | Review/analyze/discuss mediator's proposal w/ cocounsel / respond to proposal / discuss w/ partners.                                                                 | 4.00 | \$895.00 | \$3,580.00 |
| KN | 05/30/2025 | Review proposal; analyze MOU issues; discuss with AB                                                                                                                 | 0.75 | \$950.00 | \$712.50   |
| JH | 06/02/2025 | Review file and status of mediator's proposal; draft/revise joint report re mediation; circulate to defense counsel for review                                       | 0.60 | \$750.00 | \$450.00   |
| HD | 06/02/2025 | Review ROA and status of the matter. Including recent orders. Draft shell for Joint Report re Mediation. Forward to attorney Herman for completion and finalization. | 0.50 | \$250.00 | \$125.00   |
| JH | 06/04/2025 | Review revised joint report; finalize and circulate for filing                                                                                                       | 0.40 | \$750.00 | \$300.00   |
| AB | 06/06/2025 | Review/analyze/respond to text from mediator. Draft/circulate MOU.                                                                                                   | 4.00 | \$895.00 | \$3,580.00 |

|     |            |                                                                                                                                                                                                              |      |          |            |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| KN  | 06/07/2025 | Review revisions to MOU; analysis of issues; advise AB                                                                                                                                                       | 0.50 | \$950.00 | \$475.00   |
| JH  | 06/09/2025 | Review further revised MOU                                                                                                                                                                                   | 0.40 | \$750.00 | \$300.00   |
| SP  | 06/09/2025 | Reveiwed and analyzed mou and correspondence. Discussed potential settlement and mediators proposal with Client.                                                                                             | 0.20 | \$675.00 | \$135.00   |
| NDB | 06/13/2025 | Review and analyze mediation notes and results. Review mediator's [proposal. Review and analyze MOU terms. Send to Plaintiff for signature. Explain terms and amounts to Plaintiff. Follow up for signature. | 1.40 | \$850.00 | \$1,190.00 |
| JH  | 06/20/2025 | Review final MOU; discuss with AJB; discuss longform with KN                                                                                                                                                 | 0.50 | \$750.00 | \$375.00   |
| KN  | 06/20/2025 | Review final MOU; analyze issues; advise JH                                                                                                                                                                  | 0.50 | \$950.00 | \$475.00   |
| TM  | 06/22/2025 | Review file; drafted joint post-mediation status conference statement; email to OPC re joint statement.                                                                                                      | 1.00 | \$450.00 | \$450.00   |
| TM  | 06/23/2025 | Email from co-counsel re MOU; revised joint statement; email to OPC re joint statement.                                                                                                                      | 0.50 | \$450.00 | \$225.00   |
| TM  | 06/23/2025 | Email to and from OPC re joint cmc statement.                                                                                                                                                                | 0.40 | \$450.00 | \$180.00   |
| TM  | 06/23/2025 | Email from OPC re joint statement; finalized and signed joint statement; advised HD re filing.                                                                                                               | 0.40 | \$450.00 | \$180.00   |
| JH  | 06/23/2025 | Review fully executed MOU; discuss with ND re longform; review joint report and advise TM                                                                                                                    | 0.70 | \$750.00 | \$525.00   |
| JH  | 07/07/2025 | Review MOU; analyze procedural posture of both settling matters; assess fees and costs and inquire same from co-counsel; draft longform class agreement; circulate to KN for review and discuss              | 3.20 | \$750.00 | \$2,400.00 |
| KN  | 07/07/2025 | Review final MOU; review draft of settlement agreement; compare to ensure compliance with MOU and LA Court requirements                                                                                      | 1.50 | \$950.00 | \$1,425.00 |
| HD  | 07/08/2025 | Draft Notice of Settlement; Stipulation and Proposed Order to vacate hearings/deadlines and Remand case to State Court.                                                                                      | 1.00 | \$250.00 | \$250.00   |
| HD  | 07/08/2025 | Draft Notice of Association of Counsel                                                                                                                                                                       | 0.50 | \$250.00 | \$125.00   |
| HD  | 07/08/2025 | Draft Stipulation and Proposed Order For Leave to File First Amended Class and Representative Action.                                                                                                        | 1.00 | \$250.00 | \$250.00   |
| TM  | 07/08/2025 | Review file; drafted Notice of Settlement and Joint Stipulation to Remand Matter to State Court; discussed matter with team; revised notice of                                                               | 1.80 | \$450.00 | \$810.00   |

|                                          |            |                                                                                                                                          |      |          |            |
|------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| settlement/stipulation and email to OPC. |            |                                                                                                                                          |      |          |            |
| JH                                       | 07/08/2025 | Review/revise draft stip to remand; advise TM                                                                                            | 0.40 | \$750.00 | \$300.00   |
| JH                                       | 07/09/2025 | Discuss matter with KN; request settlement admin bid.; further revise draft agreement and circulate to co-counsel for review             | 0.60 | \$750.00 | \$450.00   |
| KN                                       | 07/09/2025 | Review draft Agreement; review memo from JH; analysis of issues and questions; respond and advise JH as to further corrections.          | 1.50 | \$950.00 | \$1,425.00 |
| TM                                       | 07/11/2025 | Email from OPC re stipulation to remand; reviewed Defendant's revisions to stipulation; discussed with team.                             | 0.60 | \$450.00 | \$270.00   |
| JH                                       | 07/11/2025 | Draft individual settlement agreement; circulate to co-counsel; follow up re class agreement                                             | 1.20 | \$750.00 | \$900.00   |
| JH                                       | 07/11/2025 | Discuss co-counsel's proposed revisions to longform class agreement; further revise and circulate to defense counsel for review          | 0.60 | \$750.00 | \$450.00   |
| JH                                       | 07/16/2025 | Review Defendant's proposed revisions to stip to remand; advise TM                                                                       | 0.40 | \$750.00 | \$300.00   |
| TM                                       | 07/22/2025 | Review Defendant's revisions to stipulation to remand; discussed with team; finalized stipulation; email to and from OPC re stipulation. | 0.70 | \$450.00 | \$315.00   |
| TM                                       | 07/23/2025 | Finalized notice of settlement and stipulation to remand; advised HD re filing/service.                                                  | 0.50 | \$450.00 | \$225.00   |
| TM                                       | 07/27/2025 | Email from co-counsel re FAC; reviewed FAC revisions.                                                                                    | 0.40 | \$450.00 | \$180.00   |
| JH                                       | 07/29/2025 | F/u corresp w defense counsel re Class agreement                                                                                         | 0.20 | \$750.00 | \$150.00   |
| SP                                       | 07/30/2025 | Drafted, revised and sent follow up correspondence regarding the first amended complaint.                                                | 0.20 | \$675.00 | \$135.00   |
| TM                                       | 07/31/2025 | Reviewed Court order re Remand; discussed next steps with team.                                                                          | 0.30 | \$450.00 | \$135.00   |
| JH                                       | 07/31/2025 | Review Defendant's proposed revisions to longform agreements; discuss with KN and ND                                                     | 1.20 | \$750.00 | \$900.00   |
| KN                                       | 07/31/2025 | Review email from JH; analysis of issues; respond to JH                                                                                  | 0.50 | \$950.00 | \$475.00   |
| KN                                       | 08/07/2025 | Review draft Agreement; review Defendant's revisions and analyze issues; memo to JH regarding issues                                     | 1.00 | \$950.00 | \$950.00   |
| JH                                       | 08/07/2025 | Review further revisions to longform made by Defendant; discuss with KN                                                                  | 0.50 | \$750.00 | \$375.00   |

|    |            |                                                                                                                                                                                                                                    |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| SP | 08/13/2025 | Reviewed and analyzed OPC revisions to the FAC and Stipulation to file FAC. Further Revised FAC and Stipulation. Sent revised documents to OPC for approval.                                                                       | 2.10 | \$675.00 | \$1,417.50 |
| KN | 08/15/2025 | Review memo from JH; review Defendant revisions to Agreement; analysis of issues; memo to JH regarding issues to correct and accept.                                                                                               | 2.00 | \$950.00 | \$1,900.00 |
| JH | 08/15/2025 | Further discuss longform agreement with KN; further revise and circulate to Defendant                                                                                                                                              | 0.70 | \$750.00 | \$525.00   |
| SP | 08/20/2025 | Reviewed and analyzed MOU and Settlement Agreement Draft. Revised FAC to include SICK PAY AND EXPENSE REIMBURSEMENT CLASS. Sent redline to OPC.                                                                                    | 2.40 | \$675.00 | \$1,620.00 |
| JH | 08/20/2025 | Review/revise draft FAC; advise SP                                                                                                                                                                                                 | 0.50 | \$750.00 | \$375.00   |
| KN | 08/20/2025 | Review draft FAC and proposed revisions; advise Team                                                                                                                                                                               | 0.40 | \$950.00 | \$380.00   |
| SP | 08/21/2025 | Reviewed analyzed, revised and finalized draft FAC with Defendant's revisions. Sent to Co-Counsel for approval.                                                                                                                    | 1.70 | \$675.00 | \$1,147.50 |
| HD | 08/22/2025 | Review ROA and court recent orders re Order re Dismissal, Stayed Action, etc. Email correspondence to and from Attorney Moran. Draft Joint Stipulation to Dismiss and [Proposed] Order.                                            | 0.60 | \$250.00 | \$150.00   |
| HD | 08/22/2025 | Draft Request to Continue the Dismissal Deadline. Forward to Attorney Moran for edit and finalization.                                                                                                                             | 0.50 | \$250.00 | \$125.00   |
| HD | 08/22/2025 | File/serve Plaintiff's request to continue the dismissal deadline via ECF.                                                                                                                                                         | 0.50 | \$250.00 | \$125.00   |
| SP | 08/26/2025 | Communication with OPC and Co-Counsel re FAC and Stipulation to file. Reviewed, revised and finalized the Stip to file FAC and compiled Exhibits. Arranged for service and filing of Stip to file FAC.                             | 1.20 | \$675.00 | \$810.00   |
| HD | 08/26/2025 | Obtain, review, download Court Order Re: Remand from Federal Court. Circulate to attorneys and staff.                                                                                                                              | 0.30 | \$250.00 | \$75.00    |
| HD | 08/26/2025 | Edit, execute and finalize Proof of Service. Process and submit the Joint Stipulation For Leave to File Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email. | 0.50 | \$250.00 | \$125.00   |
| JH | 08/27/2025 | Corresp w defense counsel re settlement agreements and stip to continue CMC; advise team                                                                                                                                           | 0.40 | \$750.00 | \$300.00   |

|    |            |                                                                                                                                                                                                         |      |          |            |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| HD | 08/27/2025 | Edit, execute and finalize Proof of Service. Process and submit First Amended Class and Representative Action Complaint to Court for filing via one Legal and serve via email.                          | 0.50 | \$250.00 | \$125.00   |
| JH | 09/03/2025 | F/u with co-counsel re execution of agreement; review agreements executed by Defendants; advise team; review/revise draft stip to continue CMC and set MPA; circulate to Defendant for execution/filing | 0.70 | \$750.00 | \$525.00   |
| JH | 09/03/2025 | Research re all related and past matters for compliance with PAGA notification requirements; advise KN                                                                                                  | 0.80 | \$750.00 | \$600.00   |
| KN | 09/03/2025 | Review status; review memo from JH; respond to JH                                                                                                                                                       | 0.30 | \$950.00 | \$285.00   |
| JH | 09/23/2025 | Corresp w co-counsel re fully executed agreement; circulate                                                                                                                                             | 0.30 | \$750.00 | \$225.00   |
| JH | 09/24/2025 | Integrate signature pages; circulate fully executed agreements; corresp w defendant re declaration per section 7.1; advise team re next steps                                                           | 0.40 | \$750.00 | \$300.00   |
| KN | 10/07/2025 | Draft Exhibits for settlement agreement; research issues; review final agreement; email to Defendant                                                                                                    | 4.00 | \$950.00 | \$3,800.00 |
| JH | 10/07/2025 | Review/analyze draft exhibits to agreement                                                                                                                                                              | 0.40 | \$750.00 | \$300.00   |
| TM | 10/08/2025 | Review file; discussed case status with team; Reviewed pertinent settlement documents; Drafted Plaintiff's declaration ISO MPA; email to client re declaration.                                         | 2.50 | \$450.00 | \$1,125.00 |
| HD | 10/08/2025 | Telephone call to the department to reserve hearing for Motion for Preliminary Approval. Need to call back the day we file.                                                                             | 0.20 | \$250.00 | \$50.00    |
| KN | 10/10/2025 | Prepare approval chart; analysis of Kullar issues; emails to/from AJ; discuss issues                                                                                                                    | 2.75 | \$950.00 | \$2,612.50 |
| JH | 10/10/2025 | Review draft MPA; discuss with KN                                                                                                                                                                       | 0.60 | \$750.00 | \$450.00   |
| AB | 10/10/2025 | Work on Kullar Prep for and have call w/ Kyle re same.                                                                                                                                                  | 3.00 | \$895.00 | \$2,685.00 |
| KN | 10/10/2025 | Draft motion for preliminary approval; memo to admin; memo to co-counsel; email draft motion to Defendant.                                                                                              | 4.25 | \$950.00 | \$4,037.50 |
| JH | 10/16/2025 | Review/analyze Defendant's revisions to Agreement exhibits                                                                                                                                              | 0.40 | \$750.00 | \$300.00   |
| KN | 10/16/2025 | Review Def revisions to Exhibits; review and revise exhibits; finalize exhibits; respond to Defendant                                                                                                   | 1.50 | \$950.00 | \$1,425.00 |

|    |            |                                                                                                                                                                                |      |          |            |
|----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM | 10/17/2025 | Reviewed co-Plaintiff's declaration ISO MPA.                                                                                                                                   | 0.30 | \$450.00 | \$135.00   |
| KN | 10/17/2025 | Draft declaration ISO motion; analysis of Kullar valuation issues; review Admin declaration; prepare exhibits for declaration.                                                 | 5.50 | \$950.00 | \$5,225.00 |
| KN | 10/17/2025 | Review and revise motion; research related case issue; serve related case; finalize exhibits; finalize motion documents; memo to co-counsel; file and serve motion; serve LWDA | 2.50 | \$950.00 | \$2,375.00 |
| HD | 10/17/2025 | Contact Court/department clerk and reserve hearing date for Motion for Preliminary Approval of Class Settlement. Email correspondence with handling attorney and staff.        | 0.30 | \$250.00 | \$75.00    |
| TM | 10/29/2025 | Reviewed Court's order re dismissal.                                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| KN | 12/04/2025 | Review email ruling from Court; memo to staff regarding issues to handle and next steps                                                                                        | 0.50 | \$950.00 | \$475.00   |
| AB | 12/04/2025 | Review/analyze tentative ruling re approval. Work on declarations.                                                                                                             | 2.00 | \$895.00 | \$1,790.00 |
| JH | 12/04/2025 | Review/analyze tentative ruling; discuss with team and advise                                                                                                                  | 0.40 | \$750.00 | \$300.00   |
| TM | 12/04/2025 | Email to and from OPC re service provider; instructed HD re set up.                                                                                                            | 0.40 | \$450.00 | \$180.00   |
| KN | 12/05/2025 | Work on issues in ruling; draft letter; memo to staff; analysis of issues                                                                                                      | 1.20 | \$950.00 | \$1,140.00 |
| KN | 12/08/2025 | Draft supplemental declaration; analysis of issues to address; email Defendant                                                                                                 | 1.00 | \$950.00 | \$950.00   |
| KN | 12/10/2025 | Email with co-counsel; emails with staff; review and revise declaration; file and serve documents; serve LWDA; review additional declaration; file and serve decl.             | 1.80 | \$950.00 | \$1,710.00 |
| KN | 12/11/2025 | Court appearance - preliminary approval; review documents; prepare for hearing; memo to file                                                                                   | 1.00 | \$950.00 | \$950.00   |
| KN | 12/11/2025 | Review status; review and respond to emails; review signed order; email to Defendant; memo to Admin with documents and instructions.                                           | 0.50 | \$950.00 | \$475.00   |
| KN | 01/19/2026 | Review Admin email; review prelim calculations; double check spreadsheet issues; review formatted class notice; respond to Admin                                               | 0.50 | \$950.00 | \$475.00   |
| JH | 02/03/2026 | Review file and status of matter for purposes of forthcoming MFA/Fee Motion                                                                                                    | 0.30 | \$750.00 | \$225.00   |
| KN | 02/14/2026 | Review status; review Admin email and weekly report                                                                                                                            | 0.20 | \$950.00 | \$190.00   |

|    |            |                                                                                                                                                                                                             |      |          |            |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM | 02/16/2026 | Reviewed TPA's status report.                                                                                                                                                                               | 0.20 | \$450.00 | \$90.00    |
| JH | 02/16/2026 | Review settlement report from admin; circulate                                                                                                                                                              | 0.30 | \$750.00 | \$225.00   |
| TM | 02/23/2026 | Reviewed TPA's settlement report.                                                                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| KN | 02/23/2026 | Review status; review Admin email and weekly report                                                                                                                                                         | 0.20 | \$950.00 | \$190.00   |
| KN | 03/02/2026 | Review status; review Admin email and weekly report                                                                                                                                                         | 0.20 | \$950.00 | \$190.00   |
| TM | 03/10/2026 | Reviewed TPA's settlement report.                                                                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| KN | 03/16/2026 | Review status; review Admin email and weekly report                                                                                                                                                         | 0.20 | \$950.00 | \$190.00   |
| TM | 03/25/2026 | Reviewed TPA's settlement report.                                                                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| TM | 03/30/2026 | Reviewed TPA's status report.                                                                                                                                                                               | 0.20 | \$450.00 | \$90.00    |
| KN | 03/30/2026 | Review status; review Admin email and weekly report                                                                                                                                                         | 0.20 | \$950.00 | \$190.00   |
| JH | 04/06/2026 | Review preliminary approval order; further review Settlement Agreement; begin drafting MFA/Fee Motion                                                                                                       | 2.00 | \$750.00 | \$1,500.00 |
| JH | 04/07/2026 | Further review preliminary approval order; further review Settlement Agreement; assess attorney time and billing; continue and finish drafting MFA/Fee Motion; advise KN                                    | 1.80 | \$750.00 | \$1,350.00 |
| JH | 04/07/2026 | Review draft admin declaration and final numbers                                                                                                                                                            | 0.40 | \$750.00 | \$300.00   |
| KN | 04/10/2026 | Review and revise draft Motion for final approval; research issues; email Defendant; update and redline proposed order; memo to staff; review and revise draft Admin declaration; email Admin with redlines | 3.00 | \$950.00 | \$2,850.00 |
| JH | 04/10/2026 | Review/analyze KN rev. to draft MFA/Fee Motion; assess updated attorney time and costs; review admin decl w KN rev.; draft decl in support of MFA/Fee Motion; discuss with KN and advise                    | 2.70 | \$750.00 | \$2,025.00 |
| TM | 04/13/2026 | Reviewed TPA's declaration ISO MFA.                                                                                                                                                                         | 0.30 | \$450.00 | \$135.00   |
| KN | 04/17/2026 | Review billing for accuracy; fix cost issues; finalize costs and billing                                                                                                                                    | 0.60 | \$950.00 | \$570.00   |
| TM | 04/21/2026 | Email from TPA; reviewed TPA's settlement report.                                                                                                                                                           | 0.30 | \$450.00 | \$135.00   |
| KN | 04/22/2026 | Review and revise draft declaration; review and finalize exhibits                                                                                                                                           | 1.50 | \$950.00 | \$1,425.00 |
| KN | 04/22/2026 | Review and revise motion for final approval;                                                                                                                                                                | 3.50 | \$950.00 | \$3,325.00 |

revise proposed order; finalize motion documents;  
file and serve motion; serve LWDA

**Quantity Subtotal 399.05**

**Services Subtotal \$267,895.00**

## Expenses

| Type    | Date       | Notes                                 | Quantity | Rate        | Total       |
|---------|------------|---------------------------------------|----------|-------------|-------------|
| Expense | 11/27/2023 | PAGA Filing Fee                       | 1.00     | \$75.00     | \$75.00     |
| Expense | 11/29/2023 | Onelegal/Court Fees                   | 1.00     | \$1,494.99  | \$1,494.99  |
| Expense | 01/04/2024 | One Legal Invoice No. 05620939        | 1.00     | \$17.66     | \$17.66     |
| Expense | 02/15/2024 | Onelegal/Court fees                   | 1.00     | \$1,498.69  | \$1,498.69  |
| Expense | 04/23/2024 | Onelegal/Court Fees                   | 1.00     | \$51.48     | \$51.48     |
| Expense | 04/24/2024 | Onelegal/Court Fees                   | 1.00     | \$51.48     | \$51.48     |
| Expense | 06/10/2024 | KNOX Messenger and Filing Service     | 1.00     | \$133.75    | \$133.75    |
| Expense | 07/02/2024 | KNOX filing and Messenger Service     | 1.00     | \$120.75    | \$120.75    |
| Expense | 08/12/2024 | KNOX Filing and Messener Service      | 1.00     | \$120.75    | \$120.75    |
| Expense | 02/14/2025 | Mediation Fees - Signature Resolution | 1.00     | \$10,750.00 | \$10,750.00 |
| Expense | 05/15/2025 | Superior Court (Los Angeles) Charge   | 1.00     | \$13.00     | \$13.00     |
| Expense | 05/29/2025 | Berger Consulting Fees.               | 1.00     | \$16,835.00 | \$16,835.00 |
| Expense | 08/27/2025 | One Legal/Court Fees                  | 1.00     | \$45.12     | \$45.12     |
| Expense | 08/27/2025 | One Legal/Court Fees                  | 1.00     | \$23.44     | \$23.44     |
| Expense | 09/03/2025 | Los Angeles Superior Court (ROA)      | 1.00     | \$5.00      | \$5.00      |
| Expense | 09/03/2025 | Los Angeles Superior Court (ROA)      | 1.00     | \$7.00      | \$7.00      |
| Expense | 09/03/2025 | Los Angeles Superior Court (ROA)      | 1.00     | \$13.00     | \$13.00     |
| Expense | 10/20/2025 | One legal filing charge - motion fee  | 1.00     | \$86.42     | \$86.42     |
| Expense | 10/21/2025 | One legal charge                      | 1.00     | \$87.76     | \$87.76     |
| Expense | 12/04/2025 | FedEx                                 | 1.00     | \$36.60     | \$36.60     |
| Expense | 12/12/2025 | One legal filing charge               | 1.00     | \$23.44     | \$23.44     |
| Expense | 12/12/2025 | One legal filing charge               | 1.00     | \$23.44     | \$23.44     |
| Expense | 01/02/2026 | Case Anywhere Fees                    | 1.00     | \$80.43     | \$80.43     |

|                          |            |                                             |      |         |                    |
|--------------------------|------------|---------------------------------------------|------|---------|--------------------|
| Expense                  | 02/02/2026 | Case Anywhere Fees                          | 1.00 | \$59.00 | \$59.00            |
| Expense                  | 03/02/2026 | Case Anywhere Fees                          | 1.00 | \$59.00 | \$59.00            |
| Expense                  | 04/01/2026 | Case Anywhere Fees                          | 1.00 | \$59.00 | \$59.00            |
| Expense                  | 04/22/2026 | One legal filing charge - motion filing fee | 1.00 | \$86.42 | \$86.42            |
| <b>Expenses Subtotal</b> |            |                                             |      |         | <b>\$31,857.62</b> |

| Time Keeper           | Quantity | Rate     | Total               |
|-----------------------|----------|----------|---------------------|
| AJ Bhowmik            | 37.0     | \$895.00 | \$33,115.00         |
| Scott Blumenthal      | 8.2      | \$450.00 | \$3,690.00          |
| Nicholas De Blouw     | 40.2     | \$850.00 | \$34,170.00         |
| Ricardo Ehmann        | 14.4     | \$675.00 | \$9,720.00          |
| Jeffrey Herman        | 77.3     | \$750.00 | \$57,975.00         |
| Trevor Moran          | 115.4    | \$450.00 | \$51,930.00         |
| Kyle Nordrehaug       | 62.35    | \$950.00 | \$59,232.50         |
| Sergio Puche          | 16.5     | \$675.00 | \$11,137.50         |
| Heather Drosi         | 27.7     | \$250.00 | \$6,925.00          |
| <b>Quantity Total</b> |          |          | <b>399.05</b>       |
| <b>Subtotal</b>       |          |          | <b>\$299,752.62</b> |
| <b>Total</b>          |          |          | <b>\$299,752.62</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number                  | Due On     | Amount Due   | Payments Received | Balance Due         |
|---------------------------------|------------|--------------|-------------------|---------------------|
| 1                               | 05/22/2026 | \$299,752.62 | \$0.00            | \$299,752.62        |
| <b>Outstanding Balance</b>      |            |              |                   | <b>\$299,752.62</b> |
| <b>Total Amount Outstanding</b> |            |              |                   | <b>\$299,752.62</b> |

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<br>Factor** | Paralegal/<br>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**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

Trevor G. Moran (State Bar #330394)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

STEPHANIE LA GROW, TIMOTHY  
GRIFFIN, and DAMIR BARIC, individuals,  
on behalf of all others similarly situated,

Plaintiff,

v.

JETBLUE AIRWAYS CORPORATION, a  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**Case No. 23STCV28880**

**DECLARATION OF STEPHANIE LA  
GROW IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

Hearing Date: December 11, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Laura A. Seigle

Dept.: 17

Action Filed: November 17, 2023

Trial Date: None Set

1 I, Stephanie La Grow, declare as follows:

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

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

7 3. I have worked for the defendant JetBlue Airways Corporation (“JetBlue”) in California  
8 since September of 2018 and have been classified by JetBlue as a non-exempt employee.

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

15 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt  
16 that my legal rights as an employee and others like me were violated. For example, I was forced to  
17 work before and after clocking in, as I commonly had to arrive to work at least five minutes prior  
18 to my shift in order to timely clock in. I also was often forced to work off the clock after clocking  
19 out for the day, as I engaged in post shift paperwork that I was unable to complete during regular  
20 working hours. Further, I did not always receive compliant meal and rest breaks which were often  
21 late, short or missed entirely – and when these violations occurred, I did not receive break penalty  
22 payments I was entitled to. Additionally, I was not reimbursed for the use of my personal cell phone  
23 which was an essential tool necessary to perform my job duties.

24 6. I spoke to my attorneys several times and discussed how JetBlue implemented its company  
25 policies and procedures. I also assisted my attorneys in their investigation into my claims by  
26 providing them documents and answering their questions. I reviewed the complaint before it was  
27 filed and was given access to an electronic file sharing program that alerted me via email when  
28 important documents were filed so that I could review them and keep up with the developments in

1 the case which I understood was one of my duties as a class representative. I could also access court  
2 filings from this case on my attorney's law firm website. Also, I was informed that JetBlue had the  
3 right to take my deposition, and that the preparation and deposition itself could take multiple days.  
4 Although my deposition was not taken, I feel I would have been adequately prepared and  
5 comfortable to give testimony on my experiences.

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

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

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

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

27 11. A mediation took place on May 21, 2025, with John D. Andrews, Esq., a well-respected  
28 and experienced mediator of wage and hour class actions. After the mediation the parties were able

1 to come to an agreement to settle the action based on a mediator's proposal. I communicated with  
2 my attorneys regarding the terms of the settlement which was reached between the parties and  
3 understood that I was representing absent class members and therefore wanted the best possible  
4 result to be obtained for the class members and I believe a very positive result was in fact achieved  
5 via settlement. I reviewed and signed the Memorandum of Understanding on June 13, 2025. When  
6 the final settlement agreement was ready, I reviewed it closely and signed it.

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

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

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

25 15. In light of all the time and effort I have spent on this case, the risk I undertook by suing a  
26 former employer, the exposure to being responsible for paying JetBlue costs in the event we did not  
27 win the case, the reputational risk that future employers may hold this lawsuit against me, and in  
28 light of the size of the settlement, I believe the request for \$10,000 as a class representative service

1 payment is fair and reasonable.

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

4 Executed on 10/08/2025, at Whittier, CA.  
5 (date) (city, state)

6  
7 Stephanie La Grow  
8 Stephanie La Grow

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT #6**

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858) 551-1223  
Facsimile: (858) 551-1232  
Email: Kyle@bamlawca.com  
Website: www.bamlawca.com

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)  
*david@tomorrowlaw.com*  
Vedang J. Patel (SBN 328647)  
*vedang@tomorrowlaw.com*  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Tel: (310) 438-5555; Fax: (310) 300-1705  
Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

STEPHANIE LA GROW, TIMOTHY  
GRIFFIN and DAMIR BARIC, individuals  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

JETBLUE AIRWAYS CORPORATION, a  
Delaware Corporation; DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 23STCV28880

**DECLARATION OF PLAINTIFF DAMIR  
BARIC IN SUPPORT OF PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT**

Hearing Date: December 11, 2025  
Hearing Time: 9:00 a.m.

Judge: Hon. Laura Seigle  
Dept: SS-17

Date Filed: November 27, 2023  
Trial Date: Not set

**DECLARATION OF DAMIR BARIC**

1  
2       1.       I am a party to this action and reside in the State of California. I am fully competent  
3 to make this declaration. I have personal knowledge of the facts set forth herein, except for those  
4 stated on information and belief, and as to those I am informed and believe them to be true. If  
5 called upon to testify, I could and would testify as set forth herein.

6       2.       I make this Declaration in support of Plaintiff's Motion for Preliminary Approval  
7 of Class and Representative Action Settlement.

8       3.       I was employed by JetBlue Airways Corporation ("Defendant"), as a non-exempt,  
9 employee, with duties that included, but were not limited to, loading and unloading baggage,  
10 equipment operation, safety protocols, team coordination, customer assistance, within California  
11 from approximately November 2016 through approximately September of 2024.

12       4.       I am informed and believe that, throughout my employment with Defendant, myself  
13 and other non-exempt, hourly paid employees of Defendant were not paid all wages owed because  
14 we were not paid for all time under Defendant's control, or for which we were suffered or  
15 permitted to work by Defendant. In addition, I am informed and believe we were not paid all  
16 overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to  
17 record all time worked and failure to pay for off-the-clock work.

18       5.       During my employment with Defendant, I often took meal periods that were after  
19 the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with  
20 my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as  
21 well.

22       6.       I do not recall receiving any premium pay for the full, timely and uninterrupted  
23 meal periods I was not provided an opportunity to take and am informed and believe that my  
24 coworkers were not provided premium pay for not being provided with the opportunity to take  
25 full, timely and uninterrupted meal periods either.

26       7.       I do not believe I was provided with opportunities to take full, uninterrupted 10-  
27 minute rest periods while working with Defendant and am informed and believe my coworkers  
28 were often not provided with such an opportunity, either.

1        8.        I do not recall receiving any premium pay for the full rest breaks I was not provided  
2 an opportunity to take and am informed and believe that my coworkers were not provided  
3 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute rest  
4 periods, either.

5        9.        Before and during the course of litigation, I was actively involved in assisting my  
6 attorneys to support the wage and hour claims asserted. My involvement began before the initial  
7 complaint was filed wherein, I provided first-hand knowledge and documentation as to  
8 Defendant's practices, their ownership and corporate structure, and their wage and hour policies  
9 and practices.

10       10.       Part of the information I relayed was with regard to Defendant's timekeeping policies  
11 and practices, and their meal and rest period policies and practices.

12       11.       I provided them with all the documentation provided to me by Defendant during my  
13 employment.

14       12.       I assisted in reviewing time and payroll records with my attorneys, and informed them  
15 of Defendant's employment policies, and whether those policies matched Defendant's practices.

16       13.       My attorneys called me to ask me questions over several times throughout the  
17 litigation and I contacted my attorneys several times to stay updated on the case and offer my  
18 assistance on any matters I could be helpful with. I was also available for mediation by telephone,  
19 during which I was available to be called to answer the questions posed by the mediator regarding  
20 the asserted claims, as well as arguments raised by Defendant. In addition, I worked with my  
21 attorneys over the next several weeks after mediation to understand and execute a long form  
22 settlement agreement.

23       14.       Over the past few months since the mediation has been resolved, I have stayed in  
24 touch with my attorneys to ensure that there was no undue delay in payment for other class  
25 members for whom I brought this Action.

26       15.       I believe that, through the present, I have spent at least 20 hours in connection with  
27 this matter, which included time spent having preliminary calls with my attorneys; doing an intake  
28 with my attorneys; time spent searching for documents relating to my employment; time spent

1 responding to informal discovery; time spent reading and understanding the Settlement  
2 Agreement; time spent answering calls to discuss Defendant's timekeeping, pay, meal and rest  
3 periods, and to review time and payroll records; time spent discussing with my attorneys  
4 Defendant's policies and practices; time spent on-call at mediation; and time spent checking in on  
5 the status of the case, among other things. I also spent time preparing this declaration to support  
6 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

7 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the  
8 rights of other employees who suffered from the same unfair wage practices. I felt that current  
9 employees might not want to share their experiences with Defendant since they feared losing their  
10 jobs. This is certainly understandable as I, too, have to provide for myself and others.

11 17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

12 18. I understood that I could possibly earn a small enhancement if this case is resolved  
13 favorably. I also knew that I could face retaliation from Defendant and backlash from former  
14 coworkers who are loyal to Defendant. I have also had to provide a general release of claims to  
15 Defendant as part of the settlement. My understanding, in addition, is that if I brought this case  
16 individually, I may have earned more compensation individually and on a much quicker timeline  
17 than the timeline to resolve this Action.

18 19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class,  
19 and, even more importantly, to put an end to what I believe are illegal practices on the part of  
20 Defendant. I believe I have achieved both through this lawsuit and settlement.

21  
22 I declare under penalty of perjury under the laws of the State of California that the  
23 foregoing is true and correct this 8 day of December 2025, at Los Angeles, California.

24  
25 *Damir Baric*  
26 DAMIR BARIC  
27  
28

**EXHIBIT #7**

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858) 551-1223  
Facsimile: (858) 551-1232  
Email: Kyle@bamlawca.com  
Website: www.bamlawca.com

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)  
*david@tomorrowlaw.com*  
Vedang J. Patel (SBN 328647)  
*vedang@tomorrowlaw.com*  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Tel: (310) 438-5555; Fax: (310) 300-1705  
Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

STEPHANIE LA GROW, TIMOTHY  
GRIFFIN and DAMIR BARIC, individuals  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

JETBLUE AIRWAYS CORPORATION, a  
Delaware Corporation; DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 23STCV28880

**DECLARATION OF PLAINTIFF  
TIMOTHY GRIFFIN IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT**

Hearing Date: December 11, 2025  
Hearing Time: 9:00 a.m.

Judge: Hon. Laura Seigle  
Dept: SS-17

Date Filed: November 27, 2023  
Trial Date: Not set

**DECLARATION OF TIMOTHY GRIFFIN**

1  
2       1.       I am a party to this action and reside in the State of California. I am fully competent  
3 to make this declaration. I have personal knowledge of the facts set forth herein, except for those  
4 stated on information and belief, and as to those I am informed and believe them to be true. If  
5 called upon to testify, I could and would testify as set forth herein.

6       2.       I make this Declaration in support of Plaintiff's Motion for Preliminary Approval  
7 of Class and Representative Action Settlement.

8       3.       I was employed by JetBlue Airways Corporation ("Defendant"), as a non-exempt,  
9 employee, with duties that included, but were not limited to, incoming and outgoing flights, gate  
10 agents and checking, within California since September of 2023.

11       4.       I am informed and believe that, throughout my employment with Defendant, myself  
12 and other non-exempt, hourly paid employees of Defendant were not paid all wages owed because  
13 we were not paid for all time under Defendant's control, or for which we were suffered or  
14 permitted to work by Defendant. In addition, I am informed and believe we were not paid all  
15 overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to  
16 record all time worked and failure to pay for off-the-clock work.

17       5.       During my employment with Defendant, I often took meal periods that were after  
18 the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with  
19 my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as  
20 well.

21       6.       I do not recall receiving any premium pay for the full, timely and uninterrupted  
22 meal periods I was not provided an opportunity to take and am informed and believe that my  
23 coworkers were not provided premium pay for not being provided with the opportunity to take  
24 full, timely and uninterrupted meal periods either.

25       7.       I do not believe I was provided with opportunities to take full, uninterrupted 10-  
26 minute rest periods while working with Defendant and am informed and believe my coworkers  
27 were often not provided with such an opportunity, either.

28       8.       I do not recall receiving any premium pay for the full rest breaks I was not provided

1 an opportunity to take and am informed and believe that my coworkers were not provided  
2 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute rest  
3 periods, either.

4 9. Before and during the course of litigation, I was actively involved in assisting my  
5 attorneys to support the wage and hour claims asserted. My involvement began before the initial  
6 complaint was filed wherein, I provided first-hand knowledge and documentation as to  
7 Defendant's practices, their ownership and corporate structure, and their wage and hour policies  
8 and practices.

9 10. Part of the information I relayed was with regard to Defendant's timekeeping policies  
10 and practices, and their meal and rest period policies and practices.

11 11. I provided them with all the documentation provided to me by Defendant during my  
12 employment.

13 12. I assisted in reviewing time and payroll records with my attorneys, and informed them  
14 of Defendant's employment policies, and whether those policies matched Defendant's practices.

15 13. My attorneys called me to ask me questions over several times throughout the  
16 litigation and I contacted my attorneys several times to stay updated on the case and offer my  
17 assistance on any matters I could be helpful with. I was also available for mediation by telephone,  
18 during which I was available to be called to answer the questions posed by the mediator regarding  
19 the asserted claims, as well as arguments raised by Defendant. In addition, I worked with my  
20 attorneys over the next several weeks after mediation to understand and execute a long form  
21 settlement agreement.

22 14. Over the past few months since the mediation has been resolved, I have stayed in  
23 touch with my attorneys to ensure that there was no undue delay in payment for other class  
24 members for whom I brought this Action.

25 15. I believe that, through the present, I have spent at least 25 hours in connection with  
26 this matter, which included time spent having preliminary calls with my attorneys; doing an intake  
27 with my attorneys; time spent searching for documents relating to my employment; time spent  
28 responding to informal discovery; time spent reading and understanding the Settlement

1 Agreement; time spent answering calls to discuss Defendant's timekeeping, pay, meal and rest  
2 periods, and to review time and payroll records; time spent discussing with my attorneys  
3 Defendant's policies and practices; time spent on-call at mediation; and time spent checking in on  
4 the status of the case, among other things. I also spent time preparing this declaration to support  
5 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

6 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the  
7 rights of other employees who suffered from the same unfair wage practices. I felt that current  
8 employees might not want to share their experiences with Defendant since they feared losing their  
9 jobs. This is certainly understandable as I, too, have to provide for myself and others.

10 17. By bringing this lawsuit, I have put the interests of the class ahead of my own.  
11 18. I understood that I could possibly earn a small enhancement if this case is resolved  
12 favorably. I also knew that I could face retaliation from Defendant and backlash from former  
13 coworkers who are loyal to Defendant. I have also had to provide a general release of claims to  
14 Defendant as part of the settlement. My understanding, in addition, is that if I brought this case  
15 individually, I may have earned more compensation individually and on a much quicker timeline  
16 than the timeline to resolve this Action.

17 19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class,  
18 and, even more importantly, to put an end to what I believe are illegal practices on the part of  
19 Defendant. I believe I have achieved both through this lawsuit and settlement.

20  
21 I declare under penalty of perjury under the laws of the State of California that the  
22 foregoing is true and correct this 10th day of December 2025, at San Mateo, California.

23  
24  
25  
26  
27  
28  
Timothy Griffin  
TIMOTHY GRIFFIN