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

14 **IN AND FOR THE COUNTY OF SAN MATEO**

15 AMANDA NUNEZ and MARLISHA L.
16 JAMES, individuals, on behalf of themselves
17 and on behalf of all persons similarly situated,

18 Plaintiffs,

19 vs.

20 UNIVERSITY HEALTHCARE ALLIANCE,
21 a Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE NO.: **23-CIV-05931**

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

Hearing Date: June 30, 2026

Hearing Time: 2:00 p.m.

[Hearing scheduled by Order dated February 19,
2026]

Judge: Hon. Nancy L. Fineman

Dept: 4

Courtroom: 4C

Date Filed: December 14, 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
3 Blouw LLP, counsel of record for Plaintiffs Amanda Nunez and Marlisha L. James ("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 Plaintiff's 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 University

1 Healthcare Alliance a.k.a. Stanford Medicine Partners ("Defendant") reached a full and final settlement
2 of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court.
3 As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is One
4 Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) (the "Gross Settlement Amount").
5 (Agreement at ¶¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following
6 elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class
7 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses
8 Payment; (4) the Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Penalties
9 payment. (Agreement 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 no later than thirty (30) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of
15 Individual Class Payments to Participating Class Members along with the other Court-approved
16 distributions shall be made within 14 days after the Defendant funds the settlement. (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 ¶¶ 1.28 and 3.2.) From the Net Settlement
22 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
23 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
24 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
25 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records,
26 however, Class Members will have the right to challenge the 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 at ¶ 6
3 (“Nava Decl.”). Class Members were provided with the opportunity to exclude themselves or "opt out"
4 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.). Significantly, to date,
5 there have been **no objections and no requests for exclusion**. Nava Decl. at ¶¶ 11-12. As such,
6 currently, the entire Class (100%) will participate in the Settlement and will be sent a settlement check.
7 Nava Decl. at ¶ 14. All Aggrieved Employees, including those who submit an opt-out request, will still
8 be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released
9 PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the
10 Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their
11 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash his or her Individual Class Payment check
13 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180
14 days will be voided and any funds represented by such checks sent to Legal Aid at Work, a nonprofit
15 organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"),
16 subject to Court approval. (Agreement at ¶ 5.4.) The Parties, Class Counsel and Defense Counsel
17 represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres
18 Recipient. (Agreement at ¶ 5.4.)

19 (g) Apex Class Action was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
21 administration in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(c).) As set forth in the Nava
22 Decl. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as well
23 as anticipated fees and costs for completion of the settlement administration, are \$18,500.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel Litigation
27 Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).) Subject to Court
28 approval, the Agreement provides for a payment of no more than \$15,000 to each Plaintiff as the Class

1 Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys'
2 fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary support,
3 including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, et seq. ("PAGA"). The PAGA Penalties are \$40,000, to be allocated 75% (\$7,500) to the LWDA
7 PAGA Payment and 25% (\$2,500) to the Individual PAGA Payments. (Agreement at ¶ 3.2(d).) The
8 Individual PAGA Payments will be calculated by (a) dividing the amount of the PAGA Group Members'
9 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA
10 Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's
11 PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the
12 LWDA has been served with this motion and the Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
16 at \$1,950,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
17 that liability and class certification in this case were far from certain in light of the defenses asserted by
18 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated February 19, 2026 ("Preliminary Approval Order"), the approved Class Notice has been
24 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
25 On March 23, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members,
26 which provided each class member with the terms of the Settlement, including notice of the claims
27 at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service
28 awards that were being sought, how individual settlement awards would be calculated, and the

1 specific, estimated payment amount to that individual. See Declaration of Madely Nava ("Nava
2 Decl.") at ¶ 7, Exh. A. In disseminating the notice, the Administrator followed the notice procedures
3 authorized by the Court in its Preliminary Approval Order. The Administrator received no objections
4 and received no requests for exclusion. Nava Decl. at ¶¶ 11-12. As such, 100% of the Class will
5 participate in the Settlement and will be sent a settlement check. Nava Decl. at ¶ 14.

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

15
16 6. Procedural History of the Litigation

17 (a) On November 20, 2023, Plaintiff Nunez filed with the LWDA and served on Defendant a
18 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
19 penalties on behalf of Aggrieved Employees for various Labor Code violations.

20 (b) On December 14, 2023, Plaintiff Nunez filed a class action Complaint against
21 Defendant in the Superior Court of the State of California, County of San Mateo (the "Nunez Class
22 Action"). Plaintiff Nunez's Class Action Complaint asserted claims against Defendant for: (1) unfair
23 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages
24 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in
25 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
26 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
27 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in
28 violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in

1 violation of California Labor Code § 2802; and, (8) failure to pay sick pay wages in violation of
2 California Labor Code §§ 201-204, 233, and 246. On February 5, 2024, plaintiff Amanda Nunez filed
3 a First Amended Complaint in the Nunez Class Action which added a cause of action for violation of the
4 Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"). On October 10, 2024,
5 Plaintiff Marlisha L. James filed a complaint against Defendant in the Superior Court of California,
6 County of Alameda ("James Class Action"). Plaintiff James's complaint asserted claims that Defendant:
7 (a) Failed to pay minimum wages; (b) Failed to pay overtime wages owed; (c) Failed to pay reporting time
8 wages owed; (d) Failed to provide meal periods; (e) Failed to authorize and permit rest periods; (f) Failed
9 to reimburse necessary expenses; (g) Failed to timely pay wages during employment; (h) Failed to timely
10 pay wages owed upon separation from employment; (I) Knowing and intentional failure to comply with
11 itemized wage statement provisions; and, (j) Violated the Unfair Competition Law.

12 (c) As part of this Settlement, on August 12, 2025 the Parties filed a stipulation for leave to file
13 a Second Amended Complaint in the Nunez Class Action (1) adding plaintiff Marlisha L. James as a
14 named plaintiff, (2) adding the claims alleged in the James Class Action, (3) maintaining the claims in
15 the First Amended Complaint in the Nunez Class Action, and (4) agreeing to dismiss the James Class
16 Action (Case No. 24CV095252) after its claims are added into the Second Amended Complaint in the
17 Nunez Class Action. The Second Amended Complaint was filed on August 20, 2025 and is the operative
18 complaint in the Action (the "Operative Complaint").

19 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
20 informal discovery and the production of documents, class data, and other information, allowing for the
21 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
22 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch
23 data for the Class covering 223 employees, 72,513 shifts and 16,685 workweeks, which was then
24 extrapolated by Plaintiffs' expert to the Class; (3) Defendant's wage and hour policies; (4) the employment
25 files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class
26 Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to
27 prepare the valuations of the claims for the Class.

28 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.

1 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
2 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
3 engaged in significant research and investigation in connection with the Action. Class Counsel has
4 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
5 to perform an analysis of the data and valuation of the claims.

6 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
7 to mediation, the Parties engaged in the above investigation and the exchange of documents and
8 information in connection with the Action. On April 9, 2025, the Parties participated in an all-day
9 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
10 actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal
11 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
12 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
13 length and contentious.

14 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
15 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
16 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
17 among other things, that it has complied at all times with the California Labor Code, applicable Wage
18 Order, and all other laws and regulations. Further, Defendant contends that class certification is
19 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
20 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
21 certification on the basis that the claims meet the requisites for class certification. Without admitting that
22 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
23 purposes only. (Agreement at ¶ 2.9.) The Parties agree that certification for settlement purposes is not
24 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
25 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
26 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
27 with respect to the Class are satisfied.

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

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

12

13 7. History of Settlement Discussions

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

20 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a respected
21 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
22 for the mediation, Defendant provided Class Counsel with necessary information, including the Class
23 payroll and timekeeping data. Plaintiff analyzed the data with the assistance of a damages expert, Berger
24 Consulting, and prepared and submitted a mediation brief and damage valuation to the Mediator.
25 Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized in the
26 form of a Memorandum of Understanding.

27 (c) From June 2025 to September 2025, the settlement agreement and exhibits thereto were
28 finalized and executed. The Court granted Plaintiff's Motion for Preliminary Approval, and entered an

1 Order on February 19, 2026 preliminarily approving the settlement as fair, adequate, and reasonable to
2 the Class.

3 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate.
4 In my judgment as experienced Class Counsel, this Settlement should be finally approved.
5

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

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

28 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable

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

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

23 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
24 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
25 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
26 to the value of the claims. Based upon 1,573 Class Members who collectively worked an estimated
27 125,877 workweeks, the Gross Settlement Amount provides an average value of \$1,239 per Class
28 Member and \$15.49 per workweek and, after deductions, the Net Settlement Amount provides an average

1 recovery of \$744.75 per Class Member and a recovery of \$9.30 per workweek. The calculations to
2 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
3 Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiff
4 used the expert to analyze the data and determine the potential unpaid wages for the employees. The
5 maximum potential damages were calculated to be \$518,152 for the alleged unpaid overtime, \$7,342,490
6 for the alleged unpaid wages for off-the-clock work at one hour per week, \$102,190 for alleged underpaid
7 meal priums and sick pay due to the alleged miscalculation of the result rate, \$3,392,219 for alleged meal
8 period damages based upon a 16.5% potential violation rate for all shifts worked observed in the time
9 records and after deduction for meal primusm already paid by Defendant, \$2,532,538 for alleged rest
10 period damages based one missed rest period per pay period, \$305,232 for alleged unreimbursed expenses
11 at \$5 per month. As a result, the total damage valuation was calculated such that Defendant was subject
12 to a maximum damage claim in the amount of \$14,192,821. As to potential penalties, Plaintiff calculated
13 that potential waiting time penalties were a maximum of \$4,334,616, and potential maximum wage
14 statement penalties were \$4,601,750.¹ Defendant vigorously disputed Plaintiffs' calculations and
15 exposure theories. Consequently, the Gross Settlement Amount of \$1,950,000 represents more than
16 13.7% of the maximum value of the alleged damages at issue in this case at the time this Settlement was
17 negotiated.² Importantly, the recent decision that good faith belief of compliance by the employer in
18 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims
19 for waiting time and wage statement penalties, even if wages were owed to the Class. The above
20 maximum calculations should then be realistically risk-adjusted in consideration for both the risk of class

21
22 ¹ 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 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim was addressed in the Declaration of Nordrehaug at ¶33, submitted in support of the
Motion for Preliminary Approval.

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

4 (e) In sum, the Settlement valued at \$1,950,000 is an excellent result for the Class. This result
5 is particularly favorable in light of the fact that liability and class certification in this case were far from
6 certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses
7 asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal,
8 the proposed settlement is fair, reasonable and adequate, and should be finally approved.

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

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

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

18 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
19 fund settlement to be paid by Defendant to the Class in the amount of One Million Nine Hundred Fifty
20 Thousand Dollars (\$1,950,000). (Agreement at ¶¶ 1.22.) As part of the settlement, the parties agreed
21 to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
22 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests

23
24 ³ 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 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
2 Amount.

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

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

13
14 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
15 Created for the Benefit of the Class

16 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
17 of the Gross Settlement Amount of \$1,950,000 which equals \$650,000 for attorneys’ fees. As part of the
18 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
19 incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000. Finally, Defendant
20 also agreed that Plaintiffs can be awarded the Class Representative Service Payments in the amount of
21 \$15,000 each as their service awards under the Agreement.

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

27 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
28 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank

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

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

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

20 (f) The Settlement was possible because Defendant recognized the risks that Plaintiffs could
21 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.
22 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and
23 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated
24 by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class
25 Counsel was required to invest substantial time and resources in investigation, litigation, the
26 determination of potential damages and communicating with and responding to opposing counsel's and
27 class members' requests and inquiries.

28 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego

1 compensable hourly work on other cases to devote the necessary time and resources to this contingent
2 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
3 fee work in this case which could potentially have paid nothing.

4 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
5 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
6 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
7 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
8 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
9 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
10 Counsel advanced more than \$31,000 in costs which could not have been recovered if this case had been
11 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
12 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
13 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
14 Plaintiff also support the requested awards.

15 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
16 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
17 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$575,305.44
18 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
19 **records for Class Counsel evidence that through June 3, 2026, Class Counsel's total lodestar is**
20 **\$238,297.50, with significant additional fees still to be incurred to complete final approval and**
21 **the settlement process.** See Exhibit #3 hereto [lodestar of \$180,237.50]; Hawkins Decl. at ¶ 26 and
22 [lodestar of \$58,060]. The requested fee award is therefore currently equivalent to Class Counsel's
23 total lodestar with a reasonable multiplier cross-check of less than 22.8, and there will be additional
24 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
25 distribution and reports. As evidenced by the billing, Class Counsel's work was efficiently performed
26 and highly successful, and Class Counsel should not be punished for efficient and successful litigation.
27 As a result, this Court may conclude that the requested award is fair and reasonable and is justified under
28 California law.

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

8 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
9 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
10 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
11 Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third award
12 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
13 Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a one-third
14 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
15 (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded Class Counsel
16 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
17 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
18 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
19 (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a one-third fee
20 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
21 *Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David Cohn awarded a
22 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
23 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson awarded a one-third
24 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.* (San
25 Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer awarded a one-third fee
26 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*
27 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third
28 fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*

(Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.* (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657), Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart* (San Bernardino County Superior Court Case No. CIVDS2023061), Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee

1 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
2 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
3 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
4 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
5 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
6 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
7 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
8 reasonable in light of the fees that have been awarded in other similar cases.

9 12. **The contemporaneous billing records for Class Counsel evidence that through**
10 **June 3, 2026, Class Counsel’s total lodestar is \$238,297.50, with significant additional fees still**
11 **to be incurred to complete final approval and the settlement process.** See Exhibit #3 heretp
12 [lodestar of \$180,237.50]; Hawkins Decl. at ¶ 26 [lodestar of \$58,060]. The requested fee award is
13 therefore currently equivalent to Class Counsel’s total lodestar with a reasonable multiplier cross-check
14 of less than 2.8, and there will be additional lodestar incurred by Class Counsel to complete the settlement
15 process and manage the settlement distribution and reports. From November 21, 2023 to June 3, 2026,
16 my firm worked on this matter for over 244 hours, with hourly rates for attorneys ranging from \$450 to
17 \$995, resulting in a total incurred lodestar for my firm in the amount of \$180,237.50. A detailed
18 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
19 Exhibit #3. In addition, my firm will be performing significant additional work that is not included in this
20 lodestar amount, including finalizing the final approval motion, attending the hearing on final approval,
21 and monitoring completion of the settlement process. I expect this additional work will result in \$20,000
22 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
23 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
24 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
25 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
26 copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved
27 by Court’s throughout California, including the Courts in the Superior Court of California. In fact, on
28 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally

1 appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District
2 of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
3 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
4 detailed in the National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct*
5 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
6 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
7 when compared within 21 other firms practicing in the Southern District of California.) This survey is
8 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
9 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
10 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
11 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for
12 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
13 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
14 charged by Class Counsel for comparable work are less than these examples, and are therefore
15 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
16 the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of
17 the settlement. This is comparable to the multipliers approved in other cases. The requested award is
18 therefore reasonable viewed by the Lodestar/Multiplier cross-check.

19
20 13. Litigation Expenses: The Agreement provides at paragraph 3.2(b), that Class Counsel
21 may seek a “Class Counsel Litigation Expenses Payment of not more than \$40,000.” Class Counsel
22 requests reimbursement for incurred litigation expenses and costs in the amount of \$31,957.47 based
23 upon billing records, which is less than the “not to exceed” amount. My firm incurred a total of
24 \$30,168.02 in litigation expenses, which include filing fees, mediation expenses, expert expenses
25 (Berger Consulting), court docket document downloading expenses, and attorney service charges

(OneLegal and Knox), all of which are costs normally billed to the client.⁴ The details of the litigation expenses incurred by my firm are set forth in Exhibit #3 [expenses of \$30,168.02]. These costs were reasonably incurred in the prosecution of the Action.

Service Awards

14. For their service as the class representatives, Plaintiffs should be awarded the agreed service award of \$15,000 each in accordance with the Agreement for their time, risk and effort expended on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to these payments and there have been no objections to the requested service awards. Plaintiffs' Declarations are submitted in support of these requests and are attached hereto as Exhibits #5 and 6. As the only representatives of the Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation, responding to numerous requests, searching for documents, working with counsel, and reviewing the settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the Settlement, far beyond the class release. Plaintiffs' Declarations detail the involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having filed a class action on behalf of fellow former employees. Without the Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit. The payment of service awards to successful class representatives is appropriate and the amount of \$15,000 is well within the currently awarded range for similar settlements. The requested awards are also reasonable by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of

⁴ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, 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 \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at
2 *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S.
3 Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v.*
4 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. 2008) (awarding \$25,000 service
5 award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014
6 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was \$375);
7 *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where
8 the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007
9 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage
10 class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County
11 Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case
12 No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011) (awarding \$14,767 service award); *Magee v. American*
13 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)
14 (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
15 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award);
16 *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)
17 (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell Banker Residential*
18 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding
19 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County
20 Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines,*
21 *Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service
22 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
23 Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*
24 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service
25 award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July
26 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
27 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award
28 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.

1 BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award); *Ordaz*
2 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)
3 (awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282,
4 Los Angeles County Superior Court (Feb. 22, 2013) (awarding \$10,000 service award); *Silva v. Catholic*
5 *Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)
6 (awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No.
7 BC422202, Los Angeles County Superior Court (May 24, 2013) (awarding \$10,000 service award); *Lazar*
8 *v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
9 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara
10 County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v. Amerisave*
11 *Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000
12 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County
13 Superior Court (Aug. 6, 2012) (awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No.
14 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding \$10,000 service award); *Guerro v. R.R.*
15 *Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)
16 (awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF
17 (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*
18 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013) (awarding \$10,000
19 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San
20 Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000 service award); *Zirpolo v. UAG*
21 *Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457 (July 10, 2018) (awarding \$10,000
22 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case
23 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

24 15. The requested service awards are also reasonable in light of the reputational risk that
25 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
26 employment prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is
27 searchable on the internet and may become known to prospective employers when evaluating" him for
28 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.

1 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
2 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
3 exists that allows employers to run extensive background searches on potential employees. Companies
4 who provide these services specifically highlight the fact that their services allows employers to weed out
5 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
6 a prospective employee is likely to sue" the employer, through background checks and other means, to
7 screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become
8 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
9 employers simply cannot afford to hire employees who will put their company at risk."⁶ PreciseHire also
10 offers employment screening and similarly warns "with today's business climate being extremely
11 competitive and highly litigious, conducting pre employment background checks has become a
12 necessity."⁷

13 16. As a result, Class Counsel respectfully requests approval of the application for award of
14 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
15 expenses in the amount of \$31,957.47, and approval of the requested service awards to the Plaintiffs.

16 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
17 The Class Counsel Fees Payment awarded shall be allocated as follows: 69.75% to Blumenthal
18 Nordrehaug Bhomwik De Blouw LLP, 20.25% to Centurion Trial Attorneys, APC, and 10% to James
19 Hawkins, APLC.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 3rd day of June, 2026, at San Diego, California.

22 /s/ Norman Blumenthal
23 NORMAN B. BLUMENTHAL
24

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

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

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

EXHIBIT #1

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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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)

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Admitted: 2006, California

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Admitted: 2020, New Mexico

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

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Admitted: 2013, California

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Admitted: 2020, California

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Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Amanda Nunez and Marlisha L. James (“Plaintiffs”) and defendant University Healthcare Alliance a.k.a. Stanford Medicine Partners (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Actions” means the lawsuit alleging wage and hour violations against Defendant captioned *Nunez v. University Healthcare Alliance*, Case No. 23-CIV-05931, initiated on December 14, 2023, and pending in the Superior Court of California, County of San Mateo and the lawsuit alleging wage and hour violations against Defendant captioned *James v. University Healthcare Alliance*, Case No. 24CV095252, initiated on October 10, 2024 and pending in the Superior Court of California, County of Alameda. The Parties acknowledge that Plaintiff Nunez separately brought a PAGA action entitled *Amanda Nunez v. University Healthcare Alliance*, Alameda Superior Court, Case No. 24CV062541, filed on February 5, 2024, with a PAGA Letter service date of November 20, 2023 which was dismissed without prejudice and added to the *Nunez* Class Action in the First Amended Complaint filed August 12, 2024.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “PAGA Group Members” means all individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Class Period and are potentially part of the Class for settlement purposes only.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Ryan Stygar of Centurion Trial Attorneys, APC, and James. R. Hawkins and Mitchell J. Murray of

James Hawkins, APLC.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, for settlement purposes only, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from March 12, 2022 to June 14, 2025.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as the Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as the Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.

- 1.16. “Court” means the Superior Court of California, County of San Mateo.
- 1.17. “Defendant” means University Healthcare Alliance a.k.a. Stanford Medicine Partners.
- 1.18. “Defense Counsel” means Michael Bruno, Seth Weisburst, and Rachel Wintterle of Gordon Rees Scully Mansukhani, LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000) which is the maximum total amount to be paid by Defendant as provided by this Agreement except as may potentially be required by Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from November 20, 2022 to June 14, 2025.
- 1.32. “PAGA” means California’s Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Amanda Nunez’s November 20, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Group Members (\$10,000) and the 75% to LWDA (\$30,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Amanda Nunez and Marlisha L. James, the named plaintiffs in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of

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

- 1.38. “Released Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Operative Complaint based on claimed conduct during the Class Period, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint during the Class Period. The Released Class Claims specifically include claims for: (1) California Unfair Competition Law; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Untimely Payment of Wages; (9) Failure to Pay Sick Pay Wages; and (10) Failure to Provide Suitable Seating. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210, 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 et seq., 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections 11000, et seq., 11040, 11050, and 11070; 29 U.S.C. section 211; Civil Code section 3287; and Business & Professions Code sections 17200, et seq. Participating Class Members do not release claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, pension or retirement benefits, claims based on facts occurring outside the Class Period, and any other claim or right that as a matter of law cannot be waived or released.
- 1.39. “Released PAGA Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected that were asserted in the Operative Complaint based on claimed conduct during the PAGA Period or were asserted in the PAGA Notice, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint or the PAGA Notice that occurred during the PAGA Period. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210, 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 et seq., 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections 11000, et seq., 11040, 11050, and 11070. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, claims outside of the PAGA Period, and any other claim or right that as a matter of law cannot be waived or released.

- 1.40. “Released Parties” means: Defendant, and Defendant’s affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and of their past present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and PAGA Group Members, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On December 14, 2023, plaintiff Amanda Nunez filed a complaint against Defendant in the Superior Court of the State of California, County of San Mateo (“Nunez Class Action”). Plaintiff Nunez’s complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 and 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 reimburse employees for required expenses in violation of California Labor Code § 2802.
 - (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,

- (i) Failed to pay sick pay wages in violation of California Labor Code §§201-203, 233, 246.
- 2.2. On February 5, 2024, plaintiff Amanda Nunez filed a First Amended Complaint in the Nunez Class Action which added a cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).
- 2.3. On October 10, 2024, plaintiff Marlisha L. James filed a complaint against Defendant in the Superior Court of California, County of Alameda (“James Class Action”). Plaintiff James’s complaint asserted claims that Defendant:
 - (a) Failed to pay minimum wages;
 - (b) Failed to pay overtime wages owed;
 - (c) Failed to pay reporting time wages owed
 - (d) Failed to provide meal periods
 - (e) Failed to authorize and permit rest periods;
 - (f) Failed to reimburse necessary expenses;
 - (g) Failed to timely pay wages during employment;
 - (h) Failed to timely pay wages owed upon separation from employment;
 - (i) Knowing and intentional failure to comply with itemized wage statement provisions; and,
 - (j) Violated the Unfair Competition Law.
- 2.4. On August 12, 2025, the Parties filed a stipulation for leave for plaintiff Amanda Nunez to file a Second Amended Complaint in the Nunez Class Action (1) adding plaintiff Marlisha L. James as a named plaintiff, (2) adding the claims alleged in the James Class Action, (3) maintaining the claims in the First Amended Complaint in the Nunez Class Action, and (4) agreeing to dismiss the James Class Action (Case No. 24CV095252) after its claims are added into the Second Amended Complaint in the Nunez Class Action.
- 2.5. The Second Amended Complaint in the Nunez Class Action will be the operative complaint in the Actions (the “Operative Complaint”).
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.7. On April 9, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman, 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 Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding, which was the original basis for this Agreement which includes additional terms.

- 2.8. 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*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,950,000, and no more, as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representative of \$15,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as a Participating Class Members). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for the Class Counsel Fees Payment and the Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume

full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$650,000, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for the Class Counsel Fees Payment and the Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The payment of Class Counsel Fees Payment shall be made as follows: 69.75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 20.25% to Centurion Trial Attorneys, APC, and 10% to James Hawkins, APLC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and PAGA Group Members: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and PAGA Group Member Pay Periods. Based on its records, Defendant estimated that as of the time of mediation, the estimated 1,761 Class Members collectively worked a total of 144,314 workweeks during the period of time from March 12, 2022 through the time of mediation on April 9, 2025.
- 4.2. Class Data. Not later than 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 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-Participating Class Members who qualify as PAGA Group Members (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 PAGA Group Member's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, PAGA Group Members and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, upon the Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released any and all of the Released Class Claims and Released PAGA Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiffs release the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from their employment with the Defendants, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, et seq.; (15) the California Government Code; and (16) the California Wage Orders (collectively “Claim” or “Claims”), which Plaintiffs now has, own or hold, or claim to have, own or hold, or which the Plaintiffs at any time had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the Effective Date. (All of the above is collectively referred to as “Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested

benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

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

6.3. Release of PAGA Claims. All PAGA Group Members 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, all Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions, after providing Defendant's Counsel with a reasonable opportunity to review and comment on the motion before filing.

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

7.2. Plaintiff's 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 Plaintiff, 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)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.3. 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 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 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members

whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

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

the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Paragraph 6.3 of this Agreement and will be sent an Individual PAGA Payment by the Administrator. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs 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 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided estimated total as to the total number of workweeks worked by the Class, as set forth in paragraph 4.1 above, through the time of mediation. This is a material representation for Plaintiffs to enter into this Settlement. In the event the released number of workweeks is more than ten percent (10%) greater than the estimate of workweeks stated herein in paragraph 4.1, Defendant may elect to either (1) increase the Gross Settlement Amount on a pro rata basis for those workweeks over the 10% cushion, or (2) cut off the release period as of the date the ten percent (10%) cushion is exhausted. Defendant shall notify Class Counsel of Defendant's election prior to the filing of Plaintiffs' Motion for Preliminary Approval and this notification shall happen prior to the filing for Plaintiffs' Motion for Preliminary Approval if such filing takes place after the end of the Class Period.

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 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. 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. Plaintiff, Class Counsel, Defendant and

Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. The Parties agree that this is a material term of this Agreement.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

Ryan Stygar
Centurion Trial Attorneys, APC
8880 Rio San Diego Dr # 800,
San Diego, CA 92108
Tel.: (888) 225-5792

James R. Hawkins
Mitchell J. Murray
James Hawkins, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
E-Mail: james@jameshawkinsaplc.com
mitchell@jameshawkinsaplc.com

To Defendant:

Michael Bruno
Seth Weisburst
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111
Tel.: (415) 986-5900
Fax: (415) 986-8054
E-Mail: mbruno@grsm.com
sweisburst@grsm.com
rwintterle@grsm.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on April 9, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

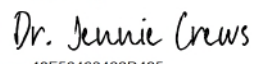
14. EXECUTION BY PARTIES AND COUNSEL

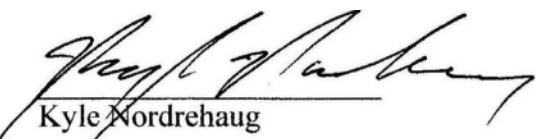
The Parties and their counsel hereby execute this Agreement.

Dated: 08/12/2025

 Plaintiff Amanda Nunez

Dated: _____
 Plaintiff Marlisha L. James

August 20, 2025
 Dated: _____
 Signed by:

 48F56483422D425...
 Jennie Crews [name]
 For Defendant University Healthcare Alliance

Dated: 8/15/25

 Kyle Nordrehaug
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 Attorney for Plaintiff

Dated: _____
 Ryan Stygar
 Centurion Trial Attorneys, APC
 Attorney for Plaintiff

them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Amanda Nunez

Dated: 08/14/25

Marlisha James (Aug 14, 2025 12:47:34 PDT)
Plaintiff Marlisha L. James

Dated: _____

[name]
For Defendant University Healthcare Alliance

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 08/18/2025

Ryan Stygar
Centurion Trial Attorneys, APC
Attorney for Plaintiff

Dated: August 14, 2025

A handwritten signature in black ink, appearing to read 'James R. Hawkins', written over a horizontal line.

James R. Hawkins
James Hawkins APLC
Attorney for Plaintiff

Dated: _____

Seth Weisburst
Gordon Rees Scully Mansukhani, LLC
Attorney for Defendant

Dated: August 21, 2025



Seth Weisburst
Gordon Rees Scully Mansukhani, LLC
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**

***Nunez v. University Healthcare Alliance, Superior Court of the State of California,
County of San Mateo, Case No. 23-CIV-05931***

***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 University Healthcare Alliance a.k.a. Stanford Medicine Partners (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Amanda Nunez and Marlisha L. James (“Plaintiffs”). No court or jury has made any determination regarding the merits of Plaintiffs’ claims, or that the claim can be pursued as a class action. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

The proposed Settlement has two main parts: (1) a class Settlement whereby Defendant has agreed to fund Individual Class Payments to all individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Class Period (March 12, 2022 through June 14, 2025) (“Class Members”), and (2) a PAGA settlement whereby Defendant has agreed to fund the PAGA Penalties to pay civil penalties to the California Labor and Workforce Development Agency (“LWDA”) and to all individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the PAGA Period (November 20, 2022 through June 14, 2025) (“PAGA Group Members”).

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 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, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. 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 reflecting the terms of the settlement, under which Defendant will make payments under the settlement and Participating Class Members and PAGA Group Members will 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 Released Class 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 Released Class Claims against Defendant. If you are a PAGA Group Member, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed settlement and you will be bound by the PAGA Release Claims.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims against Defendant, as described in Section 4 below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed settlement. If you are also a PAGA Group Member and exclude yourself, you will still be paid an Individual PAGA Payment (if applicable) and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class	All Class Members who do not opt-out ("Participating Class

Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	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 Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063, in Department 4 and Courtroom 4C before Judge Nancy L. Fineman. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment 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

1. What is action about?

Plaintiffs were employees of Defendant. The Action claims that Defendant violated 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 required expense reimbursement, failing to provide accurate itemized wage statements, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”). The Second Amended Complaint filed on August 20, 2025 is the Operative Complaint in the Action.

Defendant strongly denies violating any laws and maintains that it has paid all employees all wages and sick pay due and in a timely manner, provided all required meal and rest breaks, paid

all required expense reimbursements, and furnished accurate wage statements.

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

All individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Class Period (March 12, 2022 through June 14, 2025) (the “Class”).

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits, or that Plaintiffs can bring this claim on behalf of anyone but themselves. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a 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 PAGA Group Members. 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. Defendants has agreed to pay an “all in” amount of One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000) (“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, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall 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 30 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 it 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. The proposed payments to Class Counsel, to Plaintiffs, to the Administrator, and the PAGA Penalties, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross

Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$20,000 for expenses, including expenses of notifying the Class Members of the settlement, processing opt outs, and distributing settlement checks and tax forms.
- Class Counsel's 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 \$650,000.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$40,000.00. 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 payment of Class Counsel Fees Payment shall be made as follows: 69.75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 20.25% to Centurion Trial Attorneys, APC, and 10% to James Hawkins, APLC. 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 \$15,000.00 each to the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the 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 \$40,000.00 relating to the PAGA claims, \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$10,000.00 will be distributed to the PAGA Group Members as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an PAGA Group Member worked for Defendant for at least one day during the PAGA Period, which is November 20, 2022 through June 14, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, 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 \$ [REDACTED]. 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 Participating 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 and/or Individual PAGA 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. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due (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. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. Although Plaintiffs and Defendant have agreed to these allocations, neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding whether your payments are taxable or how much you might owe in taxes. The tax issues for each Participating Class Member are unique to each individual, 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. 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 remitted to Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, Apex Class Action (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 8 of

this Notice.

4. What Do I Release Under the Settlement?

Participating Class Members' Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release all Released Parties from the Released Class Claims. The "Released Class Claims" are all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Operative Complaint based on claimed conduct during the Class Period, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint during the Class Period. The Released Class Claims specifically include claims for: (1) California Unfair Competition Law; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Untimely Payment of Wages; (9) Failure to Pay Sick Pay Wages; and (10) Failure to Provide Suitable Seating. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210, 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 et seq., 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections 11000, et seq., 11040, 11050, and 11070; 29 U.S.C. section 211; Civil Code section 3287; and Business & Professions Code sections 17200, et seq. Participating Class Members do not release claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, pension or retirement benefits, claims based on facts occurring outside the Class Period, and any other claim or right that as a matter of law cannot be waived or released.

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

PAGA Group Members' Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all PAGA Group Members 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, all Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected that were asserted in the Operative Complaint based on claimed conduct during the PAGA Period or were asserted in the PAGA Notice, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint or the PAGA Notice that occurred during the PAGA Period. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210, 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 et seq., 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699,

2699.3, and 2699.5; the applicable IWC Wage Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections 11000, *et seq.*, 11040, 11050, and 11070. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, claims outside of the PAGA Period, and any other claim or right that as a matter of law cannot be waived or released.

Released Parties. The "Released Parties" are Defendant, and Defendant's affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and of their past present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

5. How much will my payment be?

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

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (March 12, 2022 through June 14, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (November 20, 2022 through June 14, 2025). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 60 days from the date 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 the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 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, PAGA Group Members who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class settlement, 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, or it will be invalid. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Nunez v. University Healthcare Alliance* 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 *Nunez v. University Healthcare Alliance*, Case No. 23-CIV-05931. 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. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Class Counsel Fees, Class Counsel Litigation Expenses, and the Class Representative Service Award may wish to object to the Settlement. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 60 days from the date 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, *Nunez v. University Healthcare Alliance*, Case No. 23-CIV-05931, 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

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 remotely through the Court's procedure. Instructions on how to do so are available on the Court's website at https://www.sanmateocourt.org/court_divisions/civil/. 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.

Class Counsel and their contact information is as follows:

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

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 4 Courtroom 4C of the Superior Court of California, County of San Mateo, at 400 County Center, Redwood City, CA 94063, before Judge Nancy L. Fineman. 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 payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at https://www.sanmateocourt.org/court_divisions/civil/. 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 the Internet via the Case Inquiry page for the California Superior Court for the County of San Mateo (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 23-CIV-05931.

10. How Can I Get More Information?

You may call the Administrator at [REDACTED] or write to *Nunez v. University Healthcare Alliance* Administrator, c/o [REDACTED].

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Nunez v. University Healthcare*, where these documents will be posted as they become available. You may also

examine the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of San Mateo (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 23-CIV-05931. If you wish to view the Court files in person, you do so at the Clerk's Office at 400 County Center, Redwood City, CA 94063.

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 Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b).
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

AMANDA NUNEZ and MARLISHA L.
JAMES, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

UNIVERSITY HEALTHCARE
ALLIANCE, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 23-CIV-05931

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Nancy L. Fineman
Dept: 4
Courtroom: 4C

Date Filed: December 14, 2023
Trial Date: Not set

This matter came before the Honorable Nancy L. Fineman of the Superior Court of the State of California, in and for the County San Mateo, on _____, 2025, for hearing on the unopposed motion by Plaintiffs Amanda Nunez and Marlisha L. James ("Plaintiffs") for preliminary approval of the Settlement with Defendant University Healthcare Alliance a.k.a.

PRELIMINARY APPROVAL ORDER

1 Stanford Medicine Partners (“Defendant”). The Court, having considered the briefs, argument of
2 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
3 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendant shall pay is One Million Nine
15 Hundred and Fifty Thousand Dollars (\$1,950,000). It appears to the Court on a preliminary basis
16 that the settlement amount and terms are fair, adequate and reasonable as to all potential Class
17 Members when balanced against the probable outcome of further litigation and the significant
18 risks relating to certification, liability and damages issues. It further appears that investigation and
19 research have been conducted such that counsel for the Parties are able to reasonably evaluate
20 their respective positions. It further appears to the Court that the Settlement will avoid substantial
21 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
22 further prosecution of the Action. It further appears that the Settlement has been reached as the
23 result of serious and non-collusive, arm’s-length negotiations.

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

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

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, which is currently estimated to be \$650,000, an award of litigation
5 expenses incurred, not to exceed \$40,000, and proposed Class Representative Service Payments to
6 the Plaintiffs in an amount not to exceed \$15,000 each, which are payable out of the Gross
7 Settlement Amount. The Court will not approve the amount of attorneys' fees and costs, nor the
8 amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to
9 present evidence supporting these requests, including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who were employed by Defendant in the State of California and classified as non-
15 exempt employees at any time during the Class Period." The "Class Period" is March 12, 2022 to
16 June 14, 2025.

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

27 8. The Court provisionally appoints Plaintiffs as the representative of the Class. The
28

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Ryan Stygar of Centurion Trial Attorneys,
3 APC, and James. R. Hawkins and Mitchell J. Murray of James Hawkins, APLC as Class Counsel
4 for the Class.

5 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
6 Amount of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development
7 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$10,000 to the PAGA Group Members as the Individual
9 PAGA Payments. “PAGA Group Members” are all individuals who were employed by Defendant
10 in the State of California and classified as non-exempt employees at any time during the PAGA
11 Period (November 20, 2022 through June 14, 2025). The Administrator will calculate each
12 Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members’ 25% share
13 of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA
14 Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group
15 Member’s PAGA Pay Periods. Pursuant to Labor Code section 2699, the LWDA will be provided
16 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
17 reasonable.

18 10. The Court hereby approves, as to form and content, the Class Notice attached to the
19 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
20 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
21 to be excluded from the Class by submitting a written opt-out request, and of the Participating
22 Class Members’ right and opportunity to object to the Settlement. The Court further finds that the
23 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
24 and this Order meets the requirements of due process, is the best notice practicable under the
25 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
26 Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in
27 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
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1 Administrator will promptly search for a more current address for the Class Member and re-mail
2 the Class Notice Packet to any new address for the Class Member no later than seven (7) days
3 after the receipt of the undelivered Class Notice.

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

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

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

6 14. A final approval hearing shall be held before this Court on _____
7 _____ at _____ in Department 4 / Courtroom 4C of the San Mateo County
8 Superior Court to hear the motion for final approval and for attorneys' fees and costs, and to
9 determine all necessary matters concerning the Settlement, including: whether the proposed
10 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
11 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
12 Order and Judgment should be entered herein; whether the plan of allocation contained in the
13 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
14 finally approve attorneys' fees and costs, service awards, and the expenses of the Administrator.
15 All papers in support of the motion for final approval and for attorneys' fees, costs and service
16 award shall be filed with the Court and served on all counsel no later than sixteen (16) court days
17 before the hearing and the motion shall be heard at this final approval hearing.

18 15. Neither the Settlement nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendant in any way that the
20 claims asserted have any merit or that this Action was properly brought as a class or representative
21 action, and shall not be used as evidence of, or used against Defendant as, an admission or
22 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
23 omission by Defendant or with respect to the truth of any allegation asserted by any person.
24 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
25 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
26 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
27 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
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1 evidence of a presumption, concession, indication or admission by Defendant of any liability,
2 fault, wrongdoing, omission, concession or damage.

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

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

17 18. The Action is stayed, subject to further orders of the Court at the Final Approval
18 Hearing.

19 **IT IS SO ORDERED.**

20 Dated: _____

21 _____
22 HON. NANCY L. FINEMAN
23 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
24
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

AMANDA NUNEZ and MARLISHA L.
JAMES, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

UNIVERSITY HEALTHCARE ALLIANCE,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23-CIV-05931

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Nancy L. Fineman
Dept: 4
Courtroom: 4C

Date Filed: December 14, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Amanda Nunez and Marlisha L. James (“Plaintiffs”)
2 for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”)
3 with Defendant University Healthcare Alliance a.k.a. Stanford Medicine Partners (“Defendant”),
4 Class Counsel Fees and Class Counsel Litigation Expenses, Class Representative Service
5 Payments, and the expenses of the Administrator duly came on for hearing on _____
6 before the Honorable Nancy L. Fineman.

7 **I.**

8 **FINDINGS**

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

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of San Mateo, and over all
14 Parties to this litigation, including the Class.

15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of is One Million Nine Hundred
17 and Fifty Thousand Dollars (\$1,950,000) and the terms set forth in the Agreement are fair,
18 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
19 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
20 Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the
21 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any
22 reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the
23 Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement
24 and shall be the separate additional obligation of Defendant.

25 4. The Court further finds that the Settlement was the result of arm’s length
26 negotiations conducted after Class Counsel had adequately investigated the claims and became
27 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
28

1 Settlement, and the assistance of an experienced mediator in the settlement process, among other
2 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

3 **Preliminary Approval of the Settlement**

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

7 **Notice to the Class**

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

19 7. The Response Deadline for opting out or submitting written objections to the
20 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
21 was an adequate interval between notice and the deadline to permit Class Members to choose what
22 to do and to act on their decision. A full and fair opportunity has been afforded to the
23 Participating Class Members to participate in this hearing, and all Participating Class Members
24 and other persons wishing to be heard have had a full and fair opportunity to be heard. Class
25 Members also have had a full and fair opportunity to exclude themselves from the proposed
26 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
27 timely and properly submit a request for exclusion ("Participating Class Members") are bound by
28

1 the Settlement and this Final Approval Order and Judgment, provided that PAGA Group Members
2 will released the PAGA Released Claims as set forth in the Agreement, and will be send a portion
3 of the PAGA Payment, regardless of whether they opt out of the Settlement.

4 **Fairness of the Settlement**

5 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
6 48 Cal.App.4th 1794, 1801 (1996).

7 a. The settlement was reached through arm's-length bargaining between the
8 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
9 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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

12 c. Counsel for all Parties are experienced in similar employment class action
13 litigation. Class Counsel recommended approval of the Agreement.

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

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

18 9. The consideration to be given to the Participating Class Members under the terms
19 of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the
20 claims asserted in this action and is fair, reasonable and adequate compensation for the release of
21 Participating Class Members' claims, given the uncertainties and significant risks of the litigation
22 and the delays which would ensue from continued prosecution of the action.

23 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
24 interests of the Class Members.

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

26 11. From the Gross Settlement Amount, an award of \$_____ for Class
27 Counsel's attorneys' fees, representing one-third of the Gross Settlement Amount, and
28

1 \$ _____ for Class Counsel’s litigation costs and expenses, is reasonable, in light of the
2 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
3 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
4 lodestar and billing statement.

5 **Class Representative Service Payments**

6 12. The Agreement provides for a Class Representative Service Payment of not more
7 than \$15,000 each to the Plaintiffs, subject to the Court’s approval. The Court finds that Class
8 Representative Service Payments in the amount of \$ _____ each from the Gross Settlement
9 Amount to the Plaintiffs are reasonable in light of the risks and burdens undertaken by the
10 Plaintiffs in this litigation and for his time and effort in bringing and prosecuting this matter on
11 behalf of the Class.

12 **Administration Expenses Payment**

13 13. The Administrator shall calculate and administer the payments to be made to the
14 Participating Class Members and the PAGA Payments to the LWDA and to PAGA Group
15 Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the Class
16 Representative Service Payments to the Plaintiffs, issue all required tax reporting forms, calculate
17 withholdings and perform the other remaining duties set forth in the Agreement. The
18 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
19 light of the work performed by the Administrator.

20 **PAGA Penalties**

21 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
22 Amount of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development
23 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties and \$10,000 to
24 the PAGA Group Members as the Individual PAGA Payments pursuant to the PAGA. The
25 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
26 PAGA Group Members’ 25% share of PAGA Penalties (\$10,000) by the total number of PAGA
27 Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying
28

1 the result by each PAGA Group Member's PAGA Pay Periods. "PAGA Group Members" are a ll
2 individuals who were employed by Defendant in the State of California and classified as non-
3 exempt employees at any time during the PAGA Period (November 20, 2022 through June 14,
4 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement
5 and these settlement terms and has not indicated any objection thereto. The Court finds and
6 determines that the notice of the Settlement complies with the statutory requirements of PAGA.
7 The Court finds the resolution of the PAGA Released Claims and the PAGA Penalties to be
8 reasonable, fair, and appropriate.

9
10 **II.**
ORDERS

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

12 15. The Class is certified for the purposes of settlement only. The Class is defined as
13 follows:

14 All individuals who were employed by Defendant in the State of California and
15 classified as non-exempt employees at any time during the Class Period (March 12,
2022 to June 14, 2025).

16 16. All persons who meet the foregoing definition are members of the Class, except for
17 those individuals who filed a valid request for exclusion ("opt out") from the Class. [Identify the
18 names of any opt outs.]

19 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
20 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
21 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
22 the Administrator no later than 30 days after the Effective Date.

23 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
24 costs in the amount of \$_____, payable from the Gross Settlement Amount. Class Counsel
25 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
26 members of the Class.

1 19. The payment of a Class Representative Service Payment from the Gross Settlement
2 Amount in the amount of \$ _____ to the Plaintiffs is approved.

3 20. The payment of \$ _____ to the Administrator for its fees and expenses
4 from the Gross Settlement Amount is approved.

5 21. The PAGA Penalties amount of \$40,000 is approved and is to be distributed from
6 the Gross Settlement Amount and allocated in 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 Participating Class Members. The Final
25 Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the Class
26 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order
27 and Judgment to individual 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, Plaintiff, Participating Class Members, PAGA Group Members 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 all Released Parties from the Released Class Claims. The "Released Class
20 Claims" are all claims, charges, complaints, liens, demands, causes of action, obligations, damages
21 and liabilities, known or suspected, that each Participating Class Member had, now has, or may
22 hereafter claim to have against the Released Parties that were asserted in the Operative Complaint
23 based on claimed conduct during the Class Period, or that could have been asserted based on any
24 of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint during
25 the Class Period. The Released Class Claims specifically include claims for: (1) California Unfair
26 Competition Law; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime Wages; (4)
27 Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6)
28

1 Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8)
2 Untimely Payment of Wages; (9) Failure to Pay Sick Pay Wages; and (10) Failure to Provide
3 Suitable Seating. The specific statutes released include the following (though this list does not
4 narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210,
5 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 et seq., 510, 512, 558, 1174, 1182.12, 1194,
6 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5; the applicable IWC Wage
7 Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections
8 11000, et seq., 11040, 11050, and 11070; 29 U.S.C. section 211; Civil Code section 3287; and
9 Business & Professions Code sections 17200, et seq. Participating Class Members do not release
10 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
11 Act, unemployment insurance, disability, social security, workers' compensation, pension or
12 retirement benefits, claims based on facts occurring outside the Class Period, and any other claim
13 or right that as a matter of law cannot be waived or released. The "Released Parties," as used
14 herein, are Defendant, and Defendant's affiliates, parents, and each of their company-sponsored
15 employee benefit plans, and their respective successors and predecessors in interest, all of their
16 respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and of
17 their past present and future officers, directors, shareholders, employees, agents, principals, heirs,
18 representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

19 (b) All PAGA Group Members and the LWDA are deemed to release, on
20 behalf of themselves and their respective former and present representatives, agents, attorneys,
21 heirs, administrators, successors, and assigns, all Released Parties from the Released PAGA
22 Claims. The "Released PAGA Claims" are all claims, charges, complaints, liens, demands, causes
23 of action, obligations, damages and liabilities, known or suspected that were asserted in the
24 Operative Complaint based on claimed conduct during the PAGA Period or were asserted in the
25 PAGA Notice, or that could have been asserted based on any of the facts, events, acts, omissions,
26 or failures to act alleged in the Operative Complaint or the PAGA Notice that occurred during the
27 PAGA Period. The specific statutes released include the following (though this list does not
28

1 narrow the scope of the release described above and below): Labor Code §§ 201-204 et seq., 210,
2 216, 218, 218.6, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 558, 1174, 1182.12, 1194,
3 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, and 2699.5; the applicable IWC Wage
4 Orders, including Nos. 4-2001 and 5-2001; California Code of Regulations, Title 8, sections
5 11000, *et seq.*, 11040, 11050, and 11070. The Released PAGA Claims do not include claims for
6 wrongful termination, discrimination, unemployment insurance, disability and worker's
7 compensation, claims outside of the PAGA Period, and any other claim or right that as a matter of
8 law cannot be waived or released.

9 (c) Plaintiffs and their respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 Released Parties from the Plaintiffs' Release, as set forth fully in the Agreement.

12 29. For any Class Member or PAGA Group Member whose Individual Class Payment
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to Legal Aid at Work as the Cy
15 Pres Recipient under California Code of Civil Procedure Section 384, subd. (b).

16 30. The Court hereby enters judgment in the entire Action as of the filing date of this
17 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
18 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
19 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
20 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

22
23 Dated: _____

24 _____
25 HON. NANCY L. FINEMAN
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
27
28

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 06/03/2026
Due On: 07/03/2026

Amanda Nunez
2065 Jackson Street, Apt 3
Santa Clara, CA 95050

CA3096

University Healthcare Alliance

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	09/26/2023	Review and analyze original intake notes. Legal research regarding related litigation. Research Defendant's business operations in CA. Review facts and claims. Discuss with Plaintiff.	3.30	\$850.00	\$2,805.00
NDB	10/08/2023	Review documents and emails from Plaintiff regarding individual claims for retaliation and discrimination. Review and analyze off the clock work tasks and minimum wage claims. Legal research regarding the same.	3.10	\$850.00	\$2,635.00
NDB	10/14/2023	Review and analyze entire employment file for legal claims. Review all pay statements for wage and hour claims. Legal research regarding the same. Obtain background facts for drafting Complaint. Research venue issues.	3.20	\$850.00	\$2,720.00
NDB	10/15/2023	Review facts and law. Draft original complaint.	2.50	\$850.00	\$2,125.00
NDB	10/21/2023	Review and analyze meal and rest break claims. Legal research. Draft original complaint.	3.00	\$850.00	\$2,550.00
KN	10/28/2023	Review research from ND; review draft complaint; analysis of facts and claims; provide input and strategy on claims and theories.	2.00	\$950.00	\$1,900.00
NDB	11/08/2023	Draft complaint. Send to Plaintiff for approval. Discuss complaint and revisions with Plaintiff.	2.40	\$850.00	\$2,040.00

Revise complaint for filing.					
NDB	11/20/2023	Review and research PAGA claims and penalties. Draft PAGA Notice. Update and review case file.	2.00	\$850.00	\$1,700.00
VR	11/21/2023	Draft: draft CMC statement; review complaint and documents; review case notes; advise PM	1.90	\$750.00	\$1,425.00
RE	12/09/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	12/10/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	12/13/2023	Review, edit & finalize class action complaint; finalize draft for next day filing	2.75	\$675.00	\$1,856.25
RE	12/14/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	12/14/2023	Review & finalize class action complaint package; file in San Mateo Sup. Ct.	0.75	\$675.00	\$506.25
RE	12/15/2023	Review court returned documents; review docket re class action; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
KN	12/16/2023	Review final filed complaint; review Court notices and memo from RE	0.40	\$950.00	\$380.00
RE	01/07/2024	Draft PAGA only complaint	3.75	\$675.00	\$2,531.25
RE	02/03/2024	Review file; prep docs for service of process re class action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	02/05/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	02/05/2024	Review & finalize PAGA only complaint package; file in Alameda Sup. Ct.	0.75	\$675.00	\$506.25
RE	02/05/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	02/05/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
KN	02/05/2024	Review draft PAGA complaint; review PAGA notice; provide input to RE	0.50	\$950.00	\$475.00
RE	02/09/2024	File Proof of Service of Summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
KN	02/10/2024	Review final filed PAGA complaint; review Court notices and memo from RE	0.40	\$950.00	\$380.00
GG	02/12/2024	Review CMO no. 1, update POS, and include	0.50	\$250.00	\$125.00

dept. email. Serve CMO no.1 and file pos.					
GG	03/12/2024	Finalize, file and serve CMC statement.	0.40	\$250.00	\$100.00
VR	03/12/2024	telephone conference with Def; correspondence between parties; review stipulation; advise PM	1.10	\$750.00	\$825.00
VR	03/18/2024	Review and Analyze: review and analyze correspondence between parties; review calendar and orders; advise PM; court appearance at CMC	1.20	\$750.00	\$900.00
CJ	03/19/2024	Analyze status of case and claims, review ROA in preparation for CMC	0.75	\$550.00	\$412.50
RE	04/02/2024	Review file; prep docs for service of process re PAGA action; identify reg agent; send out for service via knox	0.75	\$675.00	\$506.25
RE	04/22/2024	File proof of service of summons re PAGA action; email to team re post service written discovery	0.50	\$675.00	\$337.50
SB	04/25/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
NDB	05/04/2024	Review and analyze 204 and vacation pay claims. Legal research regarding the same. Review and research related litigation. Review court docket and case file.	2.40	\$850.00	\$2,040.00
PM	05/15/2024	Review complaint and legal and factual claims; strategize re discovery and advise CJ re the same.	1.00	\$750.00	\$750.00
CJ	05/16/2024	Revise all set one discovery requests for service	1.50	\$550.00	\$825.00
CJ	05/17/2024	Review case adn claims, evaluate case notes and complaint, review local rules and CRC	1.00	\$550.00	\$550.00
CJ	05/17/2024	Conduct T/c with OPC to meet and confer, analyze outcome and next steps in pre for drafting Joint Report	1.00	\$550.00	\$550.00
CJ	05/17/2024	Draft Joint Report, advise PM, revise and sent to OPC	1.50	\$550.00	\$825.00
CJ	06/03/2024	Research status of case and review claims, review status of discovery and documents received to date, research CMO	1.00	\$550.00	\$550.00
CJ	06/04/2024	Prepare for CMC, Continue review of CMO, status of claims and OPC positions re Belaire notice in preparation for the CMC	1.00	\$550.00	\$550.00
CJ	06/04/2024	Appear at CMC	0.50	\$550.00	\$275.00
KN	06/04/2024	Review status; review emails and updates from team; analysis of next steps; provide input to Team	0.50	\$950.00	\$475.00

CJ	06/07/2024	Evaluate case and claims, review CMO and rules, evaluate prior correspondence on case	1.00	\$550.00	\$550.00
CJ	06/10/2024	Draft CMC Statement, finalize and sent to GG for service	0.50	\$550.00	\$275.00
CJ	06/24/2024	Prepare for CMC, review and evaluate trial setting order	0.50	\$550.00	\$275.00
CJ	06/25/2024	Review status of case and trial, discuss with PM, determine next steps re discovery	0.75	\$550.00	\$412.50
SB	06/25/2024	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
CJ	06/28/2024	Prepare for and conduct t/c with OPC re claims and trial	1.00	\$550.00	\$550.00
VR	07/17/2024	Review and Analyze: review amended complaint; review PAGA complaint; advise CJ	0.50	\$750.00	\$375.00
CJ	07/17/2024	Draft FAC to add PAGA claims, review status of reps	1.00	\$550.00	\$550.00
CJ	07/17/2024	Draft Stip to file FAC to add PAGA claims, revise FAC	1.50	\$550.00	\$825.00
KN	07/17/2024	Review status; review emails regarding amended complaint; review draft of amended complaint and advise staff	0.50	\$950.00	\$475.00
CJ	07/18/2024	Review and finalize FAC, finalize Stip, advise PM, sent to OPC	1.00	\$550.00	\$550.00
CJ	08/01/2024	Finalize stipulation to amend, compile, sent to GG to file	0.50	\$550.00	\$275.00
GG	08/02/2024	Review ROA re filed stipulation re FAC	0.10	\$250.00	\$25.00
GG	08/12/2024	File and serve FAC in Class action, serve courtesy copies, save to file.	0.70	\$250.00	\$175.00
PM	08/12/2024	Review legal and factual issues; review complaint and case documents.	1.50	\$750.00	\$1,125.00
GG	08/21/2024	Retrieve filed stamped copy of FAC, upload to LWDA, email to team, and save to file.	0.20	\$250.00	\$50.00
GG	08/21/2024	Review email re dismissal of PAGA action.	0.10	\$250.00	\$25.00
KN	08/24/2024	Review status; review filed amended complaint; review Team work on case	0.30	\$950.00	\$285.00
GG	08/26/2024	Finalize, file, serve, dismissal of rep. action and declaration, and send courtesy copies to dept. 22.	0.50	\$250.00	\$125.00
GG	08/27/2024	ROA check re stip and order to dismiss paga action. Save files, and circulate order to team.	0.20	\$250.00	\$50.00

GG	09/04/2024	Review email re mediation confirmation and request for caption and service list, review POS and update information for Def. counsel, send updated service list to mediator.	0.30	\$250.00	\$75.00
AR	09/13/2024	Review file for status of discovery; multiple correspondence regarding stipulation to stay.	0.50	\$550.00	\$275.00
GG	09/16/2024	Draft stipulation to stay case pending mediation, review case file to confirm dates/deadlines in stipulation.	0.90	\$250.00	\$225.00
CJ	09/16/2024	Research case and claims, status of mediation and status of stipulation to stay, review CMO and court procedure in preparation for drafting Joint CMC Statement	1.00	\$550.00	\$550.00
CJ	09/16/2024	Draft Joint CMC Statement, revise multiple times with OPC via email	1.50	\$550.00	\$825.00
AR	09/16/2024	Multiple correspondence regarding stipulation to stay.	0.30	\$550.00	\$165.00
AR	09/17/2024	Review and outline file and docket for status; review and outline joint statement; draft stipulation and proposed order to stay matter; follow up correspondence with CJ; submit to opposing counsel.	1.50	\$550.00	\$825.00
CJ	09/17/2024	Evaluate Joint Report revisions multiple rounds of redlines with OPC, sent for filing	1.00	\$550.00	\$550.00
CJ	09/18/2024	Review status of case and claims, evaluate mediation dates and deadlines, advise GG re correspondence needed	0.50	\$550.00	\$275.00
GG	09/20/2024	ROA review to confirm upcoming CMC and add info/circulate remote appearance information email.	0.10	\$250.00	\$25.00
GG	09/24/2024	Review case file claims and draft mediation data and doc request, sent to CJ for review	0.80	\$250.00	\$200.00
CJ	09/24/2024	Prepare for CMC, research ROA, evaluate Joint Statement and status of mediation	0.50	\$550.00	\$275.00
CJ	09/24/2024	Appear at CMC, memorialize to firm	1.00	\$550.00	\$550.00
CJ	09/24/2024	t/c with Plaintiff, annotate re same	1.00	\$550.00	\$550.00
CJ	09/24/2024	t/c with OPC, annotate re same	1.00	\$550.00	\$550.00
GG	09/25/2024	Organize, combined, and bates number clients documents.	0.50	\$250.00	\$125.00
CJ	09/25/2024	Review and revise Mediation data and document demand, review complaint and mediation deadlines	0.75	\$550.00	\$412.50

AR	09/26/2024	Draft follow up correspondence regarding stipulation and order.	0.30	\$550.00	\$165.00
AR	09/26/2024	Receive revisions to stip and order; draft further revisions; finalize and submit for filing.	0.60	\$550.00	\$330.00
CJ	09/30/2024	Review, finalize and serve mediation demand	0.50	\$550.00	\$275.00
KN	10/05/2024	Review status; review past week emails and updates; review stipulation	0.30	\$950.00	\$285.00
GG	10/10/2024	ROA check re update on court vacating dates, tel. call to clerk and subsequent email inquiring about dates being vacated in PAGA action.	0.30	\$250.00	\$75.00
GG	11/08/2024	ROA check re dismissal and vacating future dates. Confirmed dates vacated and sent email to CJ to update calendar.	0.20	\$250.00	\$50.00
AR	12/02/2024	Review file for confirmation of mediation; multiple correspondence with GG regarding stipulation to stay.	0.30	\$550.00	\$165.00
AR	12/02/2024	Receive and review mediation confirmation; draft follow up correspondence regarding mediation stipulations.	0.30	\$550.00	\$165.00
AR	12/16/2024	Review file and docket for status of stay; draft multiple follow up correspondence.	0.40	\$550.00	\$220.00
CJ	02/07/2025	Prepare for CMC, appear and memorialize outcome	1.50	\$550.00	\$825.00
CJ	02/13/2025	Review status of mediation and relevant dates, evaluate data points from OPC and annotate	0.50	\$550.00	\$275.00
GG	02/14/2025	Reviewed email from Def. re mediation production, accessed portal, downloaded, saved documents and emailed confirmation to CJ.	0.20	\$250.00	\$50.00
CJ	02/25/2025	Evaluate case and claims, create mediation chart, review exhibits	1.00	\$550.00	\$550.00
CJ	02/25/2025	Continue evaluation of documents and wage statements, ensure expert has necessary info for mediation	1.00	\$550.00	\$550.00
NDB	03/15/2025	Review discovery and data produced for mediation purposes. Legal research regarding the same. Review and analyze case filed by Hawkins law firm. Analyze overlap and potential JPA. Prepare for mediation.	4.10	\$850.00	\$3,485.00
KN	03/16/2025	Review work from CJ; review exhibits and mediation chart; review research from ND; review potential related case; provide input	1.50	\$950.00	\$1,425.00
CJ	03/18/2025	Evaluate status of case and claims, review	1.00	\$550.00	\$550.00

		complaint, case analysis and prior settlement in preparation for mediation			
NDB	03/22/2025	Review timekeeping data for meal break and rounding violations. Legal research. Analyze Defendant's written policy documents. Prepare for mediation.	3.50	\$850.00	\$2,975.00
CJ	03/26/2025	T/c with Plaintiff, annotate case analysis in preparation for mediation	1.00	\$550.00	\$550.00
NDB	03/26/2025	Review and research previous settlements with similar claims for mediation valuation. Analyze case demographics. Review and analyze Plaintiff's settlement authority. Prepare for mediation.	2.40	\$850.00	\$2,040.00
CJ	03/28/2025	Review mediation data and documents for brief	0.50	\$550.00	\$275.00
CJ	03/31/2025	Analyze expert reports and analyze exhibits	1.00	\$550.00	\$550.00
CJ	03/31/2025	Draft mediation brief template and procedural history	2.00	\$550.00	\$1,100.00
CJ	04/01/2025	Continue drafting mediation brief, continue analyzing exhibits and case analysis to add to brief	2.00	\$550.00	\$1,100.00
KN	04/01/2025	Review mediation documents and data production; review analysis from ND; review work from CJ and synthesize the same; review current draft of mediation brief; review expert report; analysis of issues and provide input	2.50	\$950.00	\$2,375.00
AB	04/02/2025	Draft mediation brief	2.00	\$895.00	\$1,790.00
GG	04/03/2025	Reviewed cal. and mediation confirmation and added r information to events email.	0.10	\$250.00	\$25.00
CJ	04/03/2025	Analyze revised expert report, incorporate same into brief	1.00	\$550.00	\$550.00
CJ	04/03/2025	Draft continued revisions re rounding and stats from expert to mediation brief	1.00	\$550.00	\$550.00
SB	04/03/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
NDB	04/03/2025	Review and revise mediation brief. Analyze exhibits thereto.	3.90	\$850.00	\$3,315.00
KN	04/03/2025	Review mediation brief and exhibits; analysis of facts and claims; provide input to Team	1.40	\$950.00	\$1,330.00
AB	04/07/2025	Finalize and file mediation brief.	8.00	\$895.00	\$7,160.00
AB	04/09/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00

SB	04/09/2025	Attend mediation	8.00	\$450.00	\$3,600.00
VR	04/23/2025	Draft: draft joint report regarding mediation; review correspondence between parties; review mediation brief and discovery; correspondence to Def	1.50	\$750.00	\$1,125.00
GG	04/23/2025	Updated POS, Finalized, filed, and served Joint report re status of mediation.	0.50	\$250.00	\$125.00
GG	04/24/2025	Reviewed email response from court re continued CMC filing joint report re status of mediation.	0.10	\$250.00	\$25.00
AB	04/28/2025	Review/analyze/respond to redlines to MOU from Defendant.	2.00	\$895.00	\$1,790.00
KN	04/28/2025	Review draft MOU; review Def proposed revisions to MOU; provide input to AJ.	1.00	\$950.00	\$950.00
AB	04/29/2025	Finalize/circ for signatures the MOU	3.00	\$895.00	\$2,685.00
VR	05/12/2025	Review and Analyze: review MOU; review correspondence between parties; advise PM and GG	0.50	\$750.00	\$375.00
NDB	05/12/2025	Review and analyze mediation notes. Review and analyze MOU terms. Send MOU to Plaintiff. Follow up to discuss terms and obtain signature.	1.30	\$850.00	\$1,105.00
KN	05/12/2025	Review status and emails; review final MOU; analysis of settlement issues moving forward	0.60	\$950.00	\$570.00
PM	05/31/2025	Draft long form settlement agreement; review and analyze MOU.	3.00	\$750.00	\$2,250.00
GG	06/05/2025	Reviewed email re settlement, called dept. clerk and left vm re securing date for prelim approval, sent email to PM with update.	0.20	\$250.00	\$50.00
AB	06/05/2025	Review/analyze settlement agreement for consistency w/ MOU	5.00	\$895.00	\$4,475.00
KN	06/05/2025	Review draft long form settlement agreement; analysis of settlement issues; advise PM	2.00	\$950.00	\$1,900.00
PM	06/06/2025	Review status of settlement agreement finalization and strategize re the same.	0.25	\$750.00	\$187.50
GG	06/06/2025	Took call from clerk, and drafted/emailed Dept. 4 re scheduling motion for preliminary approval.	0.30	\$250.00	\$75.00
PM	06/23/2025	Review status of long form settlement agreement; draft correspondence to Def. re the same.	0.25	\$750.00	\$187.50
PM	06/27/2025	Review and revise draft settlement agreement; advise KN re Def. revisions.	2.00	\$750.00	\$1,500.00
AR	06/30/2025	Review and outline file for onboarding; draft joint	1.40	\$550.00	\$770.00

		statement and submit to opposing counsel for review.			
AR	06/30/2025	Receive and review revisions to joint statement; finalize and submit for filing.	0.60	\$550.00	\$330.00
GG	07/01/2025	Reviewed notification re filed CMC, downloaded and saved to file.	0.10	\$250.00	\$25.00
PM	07/09/2025	Review status of long form settlement agreement; advise team.	0.30	\$750.00	\$225.00
GG	07/11/2025	Reviewed ROA re upcoming CMC and updated events email/circulated to team.	0.20	\$250.00	\$50.00
KN	07/18/2025	Review draft Agreement and Defendant's revisions; review revise Agreement from PM; review memo from PM; analysis of issues and Advise PM as to issues	2.50	\$950.00	\$2,375.00
PM	07/24/2025	Review and revise long form settlement agreement; review complaint in James case.	1.00	\$750.00	\$750.00
KN	08/03/2025	Review status; review draft amended complaint; review current draft of agreement; advise PM and Team	1.00	\$950.00	\$950.00
PM	08/07/2025	Draft/review/revise amended complaint; review related action complaint; review and revise draft settlement agreement.	4.00	\$750.00	\$3,000.00
PM	08/11/2025	Review and revise long form settlement agreement; review Def. revisions to stip to file amended complaint.	1.00	\$750.00	\$750.00
GG	08/12/2025	Reviewed, revised, and finalized stipulation for leave to file SAC, updated POS, finalized, filed, served, and saved to file/circulated confirmation email.	0.60	\$250.00	\$150.00
PM	08/12/2025	Review, revise, finalize settlement agreement; review and finalize stipulation for leave to file amended complaint.	1.00	\$750.00	\$750.00
NDB	08/12/2025	Review settlement agreement terms for conformity with MOU terms. Analyze court docket and case file. Send agreement to Plaintiff for signature. Follow up to explain terms and obtain signature.	1.10	\$850.00	\$935.00
KN	08/12/2025	Review final draft of settlement agreement; advise PM	0.75	\$950.00	\$712.50
GG	08/20/2025	Reviewed notification re filed Stipulation re SAC, downloaded docs, searched docket for signed order, downloaded, circulated, finalized SAC, and sent to PM review.	0.40	\$250.00	\$100.00

GG	08/20/2025	Prepared POS, finalized, filed, and served SAC in Class action, saved to file, circulated confirmation and added to cases to track.	0.50	\$250.00	\$125.00
GG	08/21/2025	Reviewed notification re filed SAC, downloaded, saved, and uploaded to LWDA portal and circulated confirmation.	0.40	\$250.00	\$100.00
CJ	08/26/2025	Evaluate Joint Statement redlines, correspond with OPC re same and sent for filing	0.50	\$550.00	\$275.00
GG	08/26/2025	Prepared POS, finalized, filed, and served joint CMC statement.	0.60	\$250.00	\$150.00
KN	09/03/2025	Draft Exhibits for settlement agreement; research prior forms with this Court; email Defendant	4.00	\$950.00	\$3,800.00
AB	09/05/2025	Review/analyze request from KN re prelim app. Draft/send prelim app motion work including Kullar analysis after reviewing mediation notes/ brief/exhibits.	5.00	\$895.00	\$4,475.00
KN	09/05/2025	Review status; email with AJ; analysis of issues for settlement and approval; discuss issues and Kullar valuation with AJ; research issues	2.00	\$950.00	\$1,900.00
CJ	09/09/2025	Evaluate and analyze settlement agreement, MOU and Mediation Brief	1.50	\$550.00	\$825.00
CJ	09/09/2025	Draft MPA Declaration	1.00	\$550.00	\$550.00
CJ	09/10/2025	Revise MPA declaration, finalize, sent to Plaintiff for e sign	1.00	\$550.00	\$550.00
KN	09/11/2025	Email with Def; finalize exhibits; prepare signed Agreement with Exhibits; draft approval outline	1.00	\$950.00	\$950.00
KN	09/11/2025	Research issues for motion; draft motion for preliminary approval; analysis of Kullar issues; update proposed order; memo to Admin; memo to staff.	3.30	\$950.00	\$3,135.00
KN	09/12/2025	draft motion for preliminary approval; email draft motion to Defendant; memo to staff; email co-counsel about their declarations.	2.60	\$950.00	\$2,470.00
GG	09/12/2025	Reviewed case file, and searched ROA to confirm info re upcoming CMC, updated events email, and circulated confirmation.	0.10	\$250.00	\$25.00
AR	09/16/2025	Review docket and prior correspondence with clerk; prepare for and attend CMC; draft and circulate summary.	1.50	\$550.00	\$825.00
GG	09/17/2025	Reviewed email thread re prelim approval, searched court rules re reservation motion, called clerk, and sent email requesting dates.	0.30	\$250.00	\$75.00

AR	09/17/2025	Multiple follow up correspondence with KN and GG regarding motion for preliminary approval.	0.30	\$550.00	\$165.00
KN	09/17/2025	Review status; plan next steps; emails with Team	0.30	\$950.00	\$285.00
GG	09/19/2025	Reviewed email from court confirming Motion for prelim approval, sent email to CJ for calendaring.	0.20	\$250.00	\$50.00
KN	09/29/2025	Draft declaration ISO motion; update motion; emails with Defendant; emails with co-counsel	3.00	\$950.00	\$2,850.00
KN	10/01/2025	Work on motion; review and revise motion; finalize declarations; finalize motion; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
CJ	01/21/2026	Analyze Plaintiff's complaint, review case notes and termination info, advise SB	0.50	\$550.00	\$275.00
KN	01/27/2026	Work on issue from ruling; emails with Defendant; revise proposed order; file and serve documents; email Court	1.30	\$950.00	\$1,235.00
VR	02/17/2026	Draft Case Management Statement: draft CMC statement; review correspondence between parties; review Court's order; review status of proposed order; advise KN; correspondence to Def	1.10	\$750.00	\$825.00
KN	02/19/2026	Review signed order; memo to Admin with documents; serve LWDA	0.75	\$950.00	\$712.50
KN	03/16/2026	Review Admin email; review spreadsheet; doublecheck figures; respond to Admin.	0.50	\$950.00	\$475.00
KN	04/04/2026	Review Admin email; weekly report	0.20	\$950.00	\$190.00
KN	04/18/2026	Review Admin email; weekly report	0.20	\$950.00	\$190.00
KN	04/27/2026	Review Admin email; weekly report	0.20	\$950.00	\$190.00
CJ	04/30/2026	Evaluate correspondence from Plaintiff, analyze status of case and claims, review status of settlement and advise Plaintiff	0.50	\$550.00	\$275.00
KN	05/11/2026	Review Admin email; weekly report	0.20	\$950.00	\$190.00
KN	05/18/2026	Review status; review emails from PM; review questions from PM and provide responses for use in motion prep.	0.50	\$950.00	\$475.00
PM	05/22/2026	Review preliminary approval motion and order; prepare motion for final approval; review billing records.	4.00	\$750.00	\$3,000.00
KN	05/28/2026	Review and revise draft motion; email Defendant; memo to staff; review and redline draft Admin declaration;	2.75	\$950.00	\$2,612.50

KN	06/02/2026	Review status; memo to co-counsel; review and revise declaration; work on issues with the motion; review final Admin decl.	1.75	\$950.00	\$1,662.50
PM	06/02/2026	Draft declaration in support of final approval motion; review revisions to final approval motion.	2.50	\$750.00	\$1,875.00
KN	06/03/2026	Review and revise motion; review billing and finalize costs and lodestar; finalize motion and exhibits; review declaration from co-counsel; prepare proposed order; file and serve motion; serve LWDA	3.30	\$950.00	\$3,135.00
KN	06/03/2026	Review draft declaration; work on declaration; review billing issues and make corrections; emails to co-counsel with draft of declaration	1.00	\$950.00	\$950.00
				Quantity Subtotal	244.3
				Services Subtotal	\$180,237.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/20/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/14/2023	Onelegal/Filing Fee	1.00	\$1,494.53	\$1,494.53
Expense	02/08/2024	KNOX Filing and Messenger Service	1.00	\$183.45	\$183.45
Expense	03/13/2024	court filing via One Legal	1.00	\$19.12	\$19.12
Expense	04/04/2024	KNOX Messenger and Filing Service	1.00	\$152.75	\$152.75
Expense	04/23/2024	Onelegal/Court Fees	1.00	\$22.55	\$22.55
Expense	04/24/2024	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	05/01/2024	KNOX Filing and Messenger Service	1.00	\$152.75	\$152.75
Expense	05/21/2024	One Legal filing fee	1.00	\$19.12	\$19.12
Expense	06/10/2024	One Legal filing fee	1.00	\$22.55	\$22.55
Expense	08/02/2024	One Legal filing fee	1.00	\$39.84	\$39.84
Expense	08/02/2024	OCSC docket fee	1.00	\$47.50	\$47.50
Expense	08/19/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.12	\$19.12
Expense	08/26/2024	One Legal filing fee	1.00	\$84.32	\$84.32
Expense	10/01/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$40.99	\$40.99
Expense	01/29/2025	Mediation Fees - Ortman	1.00	\$15,000.00	\$15,000.00

Expense	04/16/2025	Expert Fees - Berger Consulting Group	1.00	\$11,970.00	\$11,970.00
Expense	04/24/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$23.63	\$23.63
Expense	07/01/2025	One Legal/Court Fees	1.00	\$23.63	\$23.63
Expense	07/01/2025	One Legal/Court Fees	1.00	\$87.76	\$87.76
Expense	08/14/2025	One Legal/Court Fees	1.00	\$45.32	\$45.32
Expense	08/21/2025	One Legal/Court Fees	1.00	\$23.63	\$23.63
Expense	08/27/2025	One Legal/Court Fees	1.00	\$23.63	\$23.63
Expense	10/08/2025	One legal filing charge - motion fee	1.00	\$117.59	\$117.59
Expense	01/15/2026	KNOX Filing and Messenger Service	1.00	\$224.00	\$224.00
Expense	02/02/2026	One legal filing charge	1.00	\$24.73	\$24.73
Expense	02/17/2026	One legal charge	1.00	\$119.03	\$119.03
Expense	06/03/2026	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal				\$30,168.02	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	33.0	\$895.00	\$29,535.00
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	38.2	\$850.00	\$32,470.00
Ricardo Ehmann	15.9	\$675.00	\$10,732.50
Charlotte James	43.25	\$550.00	\$23,787.50
Piya Mukherjee	21.8	\$750.00	\$16,350.00
Kyle Nordrehaug	49.75	\$950.00	\$47,262.50
Victoria Rivapalacio	7.8	\$750.00	\$5,850.00
Andrew Ronan	8.0	\$550.00	\$4,400.00
Gerardo Galaviz	10.6	\$250.00	\$2,650.00
Quantity Total			244.3
Subtotal			\$210,405.52
Total			\$210,405.52

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/03/2026	\$210,405.52	\$0.00	\$210,405.52
Outstanding Balance				\$210,405.52
Total Amount Outstanding				\$210,405.52

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 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

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Counsel for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

AMANDA NUNEZ and MARLISHA L.
JAMES, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiff,

vs.

UNIVERSITY HEALTHCARE ALLIANCE,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23-CIV-05931

**DECLARATION OF AMANDA
NUNEZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: October 21, 2025

Hearing Time: 2:00 PM

Dept: 4

Date Filed: December 14, 2023

Trial Date: Not set

1 I, Amanda Nunez, declare as follows:

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

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

9 3. During the class period I worked as a Patient Access Representative for the Defendant
10 University Healthcare Alliance /dba/ Stanford Medicine Partners (“UHA” or “Defendant”) in
11 California and during that time period I was classified by UHA as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action Services, the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I received non-discretionary compensation from time to time, such as bonuses, but these
25 payments during certain pay periods were not factored into my regular rate for purposes of
26 paying sick pay and meal period premiums; I was underpaid as a result. As another example, I
27

1 often did not receive compliant meal and rest breaks which were late, interrupted or missed
2 entirely. I also did not receive the meal and rest break premiums I was entitled to. Additionally,
3 I was required to use my personal cellular phone for company business without reimbursement
4 by Defendant. I was also required to work off the clock at times, after hours for example, but I
5 was not paid any wages for this time I worked for the company.
6

7 6. I spoke to my attorneys several times and discussed how UHA implemented its company
8 policies and procedures. I also assisted my attorneys in their investigation into my claims by
9 providing them documents and answering their questions. I reviewed the complaint before it
10 was filed and after it was filed, I was given access to an electronic file sharing program that
11 alerted me via email when important documents were filed so that I could review them and keep
12 up with the developments in the case which I understood was one of my duties as a class
13 representative. I would also contact my attorneys from time to time if I had any questions about
14 the case.
15

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

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

1 speaking up or even simply because of the time, effort and risk involved in filing a class action
2 lawsuit.

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

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

16 11. A mediation took place on April 9, 2025, with Tripper Ortman, a well-respected and
17 experienced mediator of wage and hour class actions. After the mediation the parties were able
18 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
19 of the settlement which was reached between the parties and understood that I was representing
20 absent class members and therefore wanted the best possible result to be obtained for the class
21 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
22 signed the Memorandum of Understanding in May 2025, and when the final settlement papers
23 were ready, I closely reviewed the Settlement Agreement which I signed on August 12, 2025.
24

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

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date and will continue to do so. I have and always
5 will maintain the best interests of the class members.
6

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

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

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

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing my employer, the exposure to being responsible for paying Defendant's costs in the event
27 we did not win the case, the reputational risk that future employers may hold this lawsuit
28

1 against me, the general release and in light of the size of the settlement, I believe the request for
2 \$15,000 as a Class Representative service payment is fair and reasonable.

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

6 Executed on 09/10/2025, at Santa Clara, CA
7 (city, state)

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26
27 Amanda Nunez
28

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Counsel for Plaintiffs
AMANDA NUNEZ AND MARLISHA JAMES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

AMANDA NUNEZ and MARLISHA L.
JAMES, individuals, on behalf of themselves and
on behalf of all persons similarly situated,

Plaintiff,

vs.

UNIVERSITY HEALTHCARE ALLIANCE, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23-CIV-05931

**DECLARATION OF MARLISHA L.
JAMES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Dept: 4
Judge: Hon. Nancy LK. Fineman

Action Filed: December 14, 2023

1 I, Marlisha L. James, declare as follows:

2 1. I am one of the named Plaintiffs in this action. The facts set forth herein are true of
3 my own personal knowledge, and if called upon to testify thereto, I could and would competently
4 do so under oath.

5 2. On October 10, 2024, I filed a putative class action complaint in Alameda County
6 Superior Court, titled *James v. University Healthcare Alliance*, Case No. 24CV095252 (“James
7 Class Action”), asserting causes of action against Defendant for: (1) failure to pay minimum
8 wages; (2) failure to pay overtime owed; (3) failure to pay reporting time wages owed; (4) failure
9 to provide lawful meal periods; (5) failure to authorize and permit rest periods; (6) failure to
10 reimburse necessary expenses (7) failure to timely pay wages during employment; (8) failure to
11 timely pay wages owed upon separation from employment; (9) knowing and intentional failure to
12 comply with itemized wage statement provisions; and (10) violation of the unfair competition law.

13 3. On August 20, 2025, Plaintiff Amanda Nunez added me as a named plaintiff to this
14 class action, *Nunez v. University Healthcare Alliance* case, Case No. 23-CIV-05931 (“Nunez
15 Class Action”), by filing a Second Amended Class Action Complaint (1) adding me as a named
16 plaintiff, (2) adding the claims alleged in the James Class Action, (3) and maintaining the claims
17 alleged in the Nunez Class Action.

18 4. I worked for Defendant as an hourly, non-exempt employee at its health and call
19 centers from April 2018 to July 2023.

20 5. I allege that during my employment Defendant, *inter alia*, failed to provide
21 compliant meal and rest breaks, failed to pay all minimum and overtime wages owed, failed to pay
22 reporting time wages owed, failed to pay all wages due during employment and upon termination,
23 failed to provide complete and accurate wage statements, and failed to reimburse for necessary
24 expenses. This was true for myself and my fellow Class Members.

25 6. I understand that, as a Class Representative, I have a duty to look out for and
26 protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe,
27 that my interests in this lawsuit are in conflict with or in any way antagonistic to the interests of
28 my fellow Class Members.

1 7. As one of the named Plaintiffs in this action, I have provided significant assistance
2 to Class Counsel in this case. Among other things, I provided detailed factual information and
3 chronology regarding the events underlying the claims asserted in the Complaint; identified,
4 gathered, and produced relevant documents and communications; reviewed and discussed case
5 developments with counsel; participated in multiple telephone conferences and meetings regarding
6 litigation strategy and factual issues; and remained actively involved throughout the litigation to
7 assist counsel in the prosecution of the case. At no time did I ever have a guarantee of any
8 personal benefit as a result of this case. On the contrary, I assumed significant risk in bringing this
9 litigation, namely, had I lost, I could have been ordered to pay Defendant's costs, and my name
10 will be attached to this lawsuit.

11 8. To date, I have not received any benefits from the action. I understand that, if the
12 Court grants final approval of the settlement, I will receive an individual settlement payment
13 according to the same formula as the other Class Members. I may also receive a Class
14 Representative Service Payment if approved by the Court.

15 9. I understand the Settlement also includes a proposed Service Payment to me in the
16 amount of \$15,000.00. I understand the Service Payment is not guaranteed and the Court has
17 discretion over the proposed Service Payment, meaning the Court gets to decide whether to award
18 the proposed Service Payment and the amount awarded. I personally think a \$15,000 Service
19 Payment is fair compensation for the time and risks I have taken to help the Class Members and
20 State of California, and in light of the excellent result achieved for the Class Members. I estimate
21 that I have devoted 30 to 40 hours to the litigation of this matter.

22 10. I believe this amount is reasonable considering the amount of work and time I spent
23 with my attorneys to achieve this excellent settlement. The time and service I provided to the
24 Class resulted in the Parties agreeing to settle the case and in a positive outcome to the entire
25 Class, who will receive a share of the settlement funds in this case.

26 11. I also think the Service Payment is fair to help compensate for the reputational risk
27 I have taken in being a class representative. Any future employer performing a background or
28 social media check will easily find my name as a Plaintiff in this case and they may be wary of

1 hiring someone they think is litigious. I understood the risks involved in being a Plaintiff in this
2 case, including the stigma attached to being associated with an employment class and
3 representative action, the potential of losing the case and being responsible for expenses, and that
4 such complex cases can drag out for years. Despite these risks, however, I believed that I had to
5 do what was right and brought this lawsuit.

6 12. Moreover, as a term of the settlement, I have agreed to give a broad release of all
7 claims that I had or might have against Defendant arising from my employment relationship. No
8 other Class Member, aside from the other named Plaintiff, is required to give such a release.

9 13. Except for this action, I have not been named as a class representative in any other
10 case, pending or closed.

11 14. As the appointed Class Representative, I remain committed to this case and will
12 continue to participate as needed in final approval and the settlement administration process.

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

15
16 Executed on 06/03/26 in Dublin, California.

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18 
Marlisha L. James (Jun 3, 2026 15:44:43 EDT)
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Marlisha L. James